



*Notes: At 5:45 p.m., the Board will be viewing the MILO range machine in the Police Department.*

**BOARD OF ALDERMEN**  
Regular Meeting Agenda  
CITY OF PARKVILLE, MISSOURI  
Tuesday, September 1, 2015 7:00 pm  
City Hall Boardroom

**Next numbers: Bill No. 2849 / Ord. No. 2818**

**1. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance

**2. CITIZEN INPUT**

- A. Presentation of Park University 140<sup>th</sup> Anniversary Pins

**3. MAYOR'S REPORT**

- A. Recognition for Human Resources/Finance Director Matthew Chapman for certification as an International Public Management Association Certified Management Professional
- B. Approve the appointment of Robert Stuteville to the Community Land and Recreation Board through May 2016

**4. CONSENT AGENDA**

- A. Approve the minutes for the August 4, 2015 work session
- B. Approve the minutes for the August 18, 2015 regular meeting
- C. Receive and file the July sewer report
- D. Authorize staff to finalize and the Mayor to execute Amendment No. 1 to the cooperative agreement with Park University related to street lights for the Route 9 Downtown Entryway Beautification Project
- E. Approve memorandums of agreement with Park University to conduct annual supervised deer and permit hunts
- F. Approve Resolution No. 09-01-15 employing Kyle Hillhouse as a seasonal full-time laborer for the Parks Division of the Public Works Department
- G. Approve a contract with Irvinbilt Constructors for Pinecrest Pump Station wet well repairs
- H. Approve the purchase of salt and sand from Dale Brothers, Inc. through the spring of 2016
- I. Authorize staff to submit an application for a Traffic Engineering Assistance Program Grant to the Missouri Department of Transportation for the Lewis Street Traffic Study
- J. Approve the second reading of an ordinance amending Parkville Municipal Code Chapter 405 to rezone a portion of 12398 NW Highway FF from County "PI" Planned Industrial District to "PLCD" Parkland and Conservation District – Case PZ15-25
- K. Approve accounts payable from August 11 to August 27, 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". If the consent agenda includes the second reading of an ordinance, the vote will be taken by roll call.*

**5. ACTION AGENDA**

- A. Hold a public hearing and adopt an ordinance approving the 2015 Property Tax Levy for the General Fund and General Debt Service Fund for fiscal year 2016 (Administration)
- B. Approve a professional services agreement with the Platte County Citizen for newsletter creation, publishing and mailing services (Administration)

**6. STAFF UPDATES ON ACTIVITIES**

- A. Municipal Court
  - 1. Senate Bill No. 5
- B. Community Development
  - 1. Code Enforcement Update

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

**8. ADJOURN**

General Agenda Notes:

The agenda closed at noon on August 27, 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 vote of the Board of Aldermen. The deadline to submit your name for Citizen Input is noon on September 1, 2015.



**FOR IMMEDIATE RELEASE**

**MATTHEW CHAPMAN RECEIVES CERTIFIED PROFESSIONAL DESIGNATION  
FROM THE INTERNATIONAL PUBLIC MANAGEMENT ASSOCIATION FOR  
HUMAN RESOURCES**

PARKVILLE, MO, AUGUST 24, 2015 – The City of Parkville is pleased to announce that Matthew Chapman, Human Resources/Finance Director, recently received the International Public Management Association for Human Resources (IPMA-HR) Certified Professional (CP) designation. The IPMA-CP designation is the only human resources professional credential that is public sector focused and competency-based.



IPMA-CP is a designation that symbolizes excellence as a human resources expert, a business partner, a leader, and a change agent in the field of human resources. Chapman becomes one of only 12,000 human resource professionals that have received an IPMA-CP designation since IPMA-HR began offering the certification in 2000.

As part of the designation process, Chapman attended numerous training sessions and studied various textbooks and other best practice material. Chapman passed his IPMA-CP certification exam last month. City Administrator Lauren Palmer said “Matthew was hired in 2012 for a financial position with the City, yet he quickly began to take on additional duties in human resources to meet the organizational need. I am proud of the enthusiastic way Matthew embraced this career challenge. His dedication to professional development is evident in this achievement, and Parkville is fortunate to have someone with his expertise on our leadership team.”

Chapman will be recognized for his accomplishment at the September 1, 2015, Parkville Board of Alderman meeting. For more information regarding the designation, please contact Parkville City Hall at (816) 741-7676 or [cityhall@parkvillemo.gov](mailto:cityhall@parkvillemo.gov).

# International Public Management Association for Human Resources

*has conferred upon*

*Matthew Chapman*

the designation of

**IPMA-CP**

**International Public Management Association  
Certified Professional**

Certification Date: 8/6/2015

Recertification Due Date: 12/31/2018



*Neil E. Reichenberg*

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Neil Reichenberg  
Executive Director  
International Personnel Management Association for HR

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

Date: Thursday, August 27, 2015

Prepared By:  
Melissa McChesney  
City Clerk

Reviewed By:  
Lauren Palmer  
City Administrator

On Behalf of:  
Nan Johnston  
Mayor

ISSUE:  
Approve the appointment of Robert Stuteville to the Community Land and Recreation Board through May 2016.

BACKGROUND:  
Parkville Municipal Code Section 110.140 states the Mayor, with the consent of the Board of Aldermen, shall make appointments to City commissions, committees and boards. Mr. Stuteville will be filling a vacant position previously held by Chris Cardwell and the term expires in May 2016. He is currently in real estate and has a background in industrial engineering.

BUDGET IMPACT:  
There is no impact to the budget.

ALTERNATIVES:

1. Accept the Mayor's nomination by voice vote.
2. Reject the Mayor's nomination and request alternative nominations.
3. Postpone action.

POLICY:  
Parkville Municipal Code Section 110.140 states the Mayor, with consent and approval of the Board of Aldermen, shall make appointments to City commissions, committees and boards.

SUGGESTED MOTION:  
I move to approve the appointment of Robert Stuteville to the Community Land and Recreation Board through May 2016.

ATTACHMENT:

1. Application
2. Biography



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

Application for Appointed Boards, Commissions and Committees

Select the boards, commissions and committees in which you are interested in serving as a member:

- Planning & Zoning Commission
Ethics Commission
Industrial Development Authority
Board of Zoning Adjustment
Community Land & Recreation Board
Tax Increment Financing Commission (TIF)

Name: Robert Stuteville

Home Address (required): 1314 Main Street, Parkville, Mo 64152

Mailing Address (if different than above):

Are you a resident of the City of Parkville? [X] Yes [ ] No Applicants must be residents of Parkville.

Phone (day): 816 510-3182 Phone (evening): 816 587-0776

Current Employer: self-employed Title:

How did you learn about Parkville boards and commissions?

- [X] Internet [ ] Community Group/Organization [ ] Mayor/Alderman [ ] Other

Why are you interested in serving on a Parkville board?

I would like to contribute to the community and continue to make Parkville a great place to live.

Have you ever served on a Parkville board? [ ] Yes [X] No
If yes, which ones? Dates Served:

Do you belong to any community organizations or professional groups? No

Return to: Parkville City Hall
8880 Clark Avenue
Parkville, Missouri 64153

I declare that all statements in this application are true and correct to the best of my knowledge. I further declare that if I am appointed, I will serve fairly, impartially, and to the best of my ability. I acknowledge that information contained in this application is public record and may be subject to public inspection pursuant to Missouri Sunshine Laws.

I read and understand the above statement:

Applicant Signature: Robert Stuteville Date: 4-7-14

Appointments to boards, committees and commissions are approved annually by the Board of Aldermen the first meeting in May and terms vary depending on the board/commission. Applications are accepted throughout the year by the City Clerk. Appointments are made by the Mayor with the consent of the Board of Aldermen.

Mayor Nanette K. Johnston opened the work session at 5:51 p.m. on August 4, 2015. In attendance were aldermen Jim Werner, Diane Driver, Kari Lamer, Dave Rittman, David Jones and Marc Sportsman.

The following staff was also present:

Lauren Palmer, City Administrator

Sean Ackerson, Assistant City Administrator/Community Development Director

Jon Jordan, Police Captain

Alysen Abel, Public Works Director

Matthew Chapman, Human Resources/Finance Director

Tim Blakeslee, Assistant to the City Administrator

Melissa McChesney, City Clerk

## **1. GENERAL AGENDA**

### **A. Route 9 Corridor Study Project Update**

Sabin Yanez, Cook Flatt & Strobel Engineers (CFS), provided an update to the Route 9 Corridor Study. He said the goal of the work was to have deliverables of a preliminary plan for a number of projects in the corridor and to gather existing data from other studies and development plans.

A public open house was scheduled on August 5 and the same presentation would be given at the open house.

Mr. Yanez provided an overview of existing conditions and noted it was important to address the number of driveways. The Statement of Work included one-on-one meetings with property owners along the corridor to help gather input to help create a less contentious preliminary design and gain a sense of what improvements they felt were needed in the future.

Mr. Yanez highlighted the challenges along the corridor that included drainage on the east side of Highway 9 and south of Highway 45; a lack of traffic signals to help with bike and pedestrian crossings; uncontrolled access that created conflicts with vehicle and pedestrians along the west side of the highway; the cemeteries that were close to the road; the intersection at Main Street; the intersection at 12th Street with narrow right-of-way; narrow right-of-way along the corridor; the 1st Street intersection that was difficult for pedestrians and cyclists to navigate; and access to English Landing Park and the trails were barriers to connections.

As part of the traffic analysis, CFS reviewed seven or eight options in downtown with the objectives to determine travel times, address future growth 25 years into the future and pedestrian safety. The steering committee reviewed three viable options based on an annual one percent growth rate on traffic. The first option was a traffic signal at Highway 9 and 2nd Street with two lanes lengthened to the north and a left turn at 2nd Street, which would remain a one-way street. Option 1 provided improved traffic times significantly in future years and provided for lower speeds which would help with pedestrian traffic.

The second option was a traffic signal at East and 1st streets which would keep the free right-turn movement and add dual left-turn lanes. Option 2 would fit into the right-of-way and allow improvements to the entrance to English Landing Park south of 1st Street.

Because roundabouts were included in prior studies, the third option added a roundabout at the intersection of Highway 9 and 1st Street. Option 3 would be more costly because it would require more pavement work but placement could help with future development.

Mr. Yanez provided an overview of options for pedestrian crossings to English Landing Park. He said he met with Park University and they discussed the potential reopening of the trail along White Aloe Creek.

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CFS recommended Option 2 because the operational viewpoint seemed to work well and it would provide streetscaping at the traffic signal and help with traffic flow.

The Board discussed the roundabout in Option 3 and the affect it would have on the post office. Mr. Yanez said he spoke with post office officials and they were not against the option but provided a list of requirements needed for their approval. If Option 3 was the recommendation, post office officials requested it be included in a proposal to be evaluated. At the meeting they also discussed separating the retail from the logistics but it was not a favorable option.

Mr. Yanez reviewed the options for traffic signals at the northern portion of the corridor in four different intersections. He added that CFS reviewed the QuikTrip traffic study because it was the most recent study along the corridor. Six options for locations of traffic signals were presented and CFS recommended Option 4 which included a traffic signal at 63<sup>rd</sup> Street.

Mr. Yanez then provided a summary of recommendations on Highway 9 from downtown to the east that included a middle turn lane in some areas to help improve traffic flow. He noted the intersection at Mattox Road in Riverside was still being examined.

Mr. Yanez provided options for road cross sections and CFS recommended a three-lane road with a shared path to include landscaping, which could be a barrier between vehicles and pedestrians and cyclists.

A public open house was scheduled on August 5 and an additional ten days would be allowed for additional public comments. A steering committee meeting was scheduled for August 26. The preliminary design work would continue August through November and a list of prioritized projects would be completed in September. Mr. Yanez added that in September and October additional one-on-one meetings would be held. CFS would continue to look at future development options downtown on the east side of Highway 9.

The work session ended at 7:01 p.m.

The work session minutes for August 4, 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 first day of September 2015.

Submitted by:

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City Clerk Melissa McChesney

**1. CALL TO ORDER**

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Tuesday, August 18, 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
- Alysen Abel, Public Works Director
- Kevin Chrisman, Police Chief
- Tim Blakeslee, Assistant to the City Administrator
- Zach Tusinger, Community Development Intern
- Steve Chinn, City Attorney

Mayor Johnston announced a closed session was held at 5:30 p.m. pursuant to RSMo 610.021(1). As a result, a vote was taken but pursuant to RSMo 610.021(1) it was not required to be made public until final disposition of the matter.

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

**2. CITIZEN INPUT**

Mayor Johnston recognized members of the Boy Scouts of America in the audience and called them to the podium. Luke Moyes and Ryan Bennett from Troop 1495 and Christopher Wishman from Troop 261 were each working on the Communications merit badge.

**3. MAYOR'S REPORT**

**4. CONSENT AGENDA**

- A. Approve the minutes for the August 4, 2015, regular meeting
- B. Receive and file the July Municipal Court report
- C. Receive and file the crime statistics for January through June 2015
- D. Receive and file the financial report for the month ending July 31, 2015
- E. Authorize a payment from the Emergency Reserve Fund for the Brink Meyer Road Neighborhood Improvement District
- F. Approve a quitclaim deed to transfer right-of-way to the Missouri Department of Transportation for the Route 45 Widening – Phase C Project
- G. Approve an agreement with Twin Traffic Marking Corp. for the 2015 Pavement Marking Program
- H. Approve Resolution No. 08-02-15 employing Travis Phelan as a full-time laborer for the Parks Division and adjusting the pay for Curtis Whitby with the Streets Division of the Public Works Department
- I. Approve a retailer of intoxicating liquor in the original package liquor license for WBJ Distributing, Inc. located at 8500 River Park Drive, Suite 135

- J. Approve accounts payable from July 29 to August 11, 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. ACTION AGENDA

- A. **Accept the audited financial statement for fiscal year 2014 as prepared by Bruce Culley, CPA**

Bruce Culley, CPA provided an overview of highlights from the 2014 audit, noting that the City approved long-term financing of both the Brush Creek Drainage and Brink Meyer Neighborhood Improvement Districts (NID). He said that government- and business-type activities revenue and expenses increased, there was a drop in the bottom line due to interest and financing costs related to the Brink Meyer NID and there was an increase in net assets. Mr. Culley noted that for several years the City carried investments in the Brush Creek Drainage and Brink Meyer NIDs in fixed assets as a development cost but in 2014 it was categorized as land held for resale.

Mr. Culley reviewed the management letter, noting that the 2013 letter recommended additional staff financial training and cited issues with the street rating system but both had been addressed for the 2014 audit. The Board discussed if the amount in the Emergency Reserve Fund was at a good level and Mr. Culley responded that it was larger than he had seen other cities maintain and suggested an evaluation study could be completed. It was noted that the Emergency Reserve Fund was larger due to the uncertainty of the future of both NID properties.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **ACCEPT THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014.** ALL AYES, MOTION PASSED 7-0.

- B. **Accept the 2015 City of Parkville Strategic Planning Workshop Summary Report**

City Administrator Lauren Palmer explained the Board and staff held a day-long planning retreat on July 20 to strengthen working relationships, determine critical success factors and create goals to get the City closer to its vision. The key outcome of the workshop was the creation of five critical success factors and the development of 2016 priorities and longer-term priorities to achieve the success factors. Palmer added staff scheduled the workshop in advance of the budget process so staff would have guidance to develop the 2016 budget.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **ACCEPT THE 2015 CITY OF PARKVILLE STRATEGIC PLANNING WORKSHOP SUMMARY REPORT.** ALL AYES, MOTION PASSED 7-0.

- C. **Authorize staff and the design team to rebid the Route 9 Downtown Entryway Beautification Project**

City Administrator Lauren Palmer stated the project was bid in June and the bid opening was held on July 9, and all the bids received far exceeded the budget and engineer's estimate. The Board reviewed the bids on July 21 and authorized staff to look at options to redesign the project to get it within budget. One recommendation was to maximize the use of bid alternates to give flexibility to pick elements based on bid prices received, but the Missouri Department of Transportation limited it due to state Local Public Agency Program guidelines. Palmer noted that as a result only the downtown markers and lighting were listed as alternates. Changes for the rebid included materials changes, eliminating the wing wall on the sign and replacing the backlighting with ground lighting.

Alderman Jones said he would vote no because the cost was too high due to staff time and expenses invested in the project.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **AUTHORIZE STAFF AND THE DESIGN TEAM TO REBID THE ROUTE 9 DOWNTOWN ENTRYWAY PROJECT (STP-3301) WITH THE PROPOSED MODIFICATIONS.** MAYOR JOHNSTON CALLED FOR A ROLL CALL VOTE. PLUMB, WYLIE, WERNER, DRIVER, LAMER AND SPORTSMAN VOTED IN FAVOR AND ALDERMAN JONES VOTED IN OPPOSITION. MOTION PASSED 6-1.

**D. Approve the first reading of an ordinance amending Parkville Municipal Code Chapter 405 to rezone a portion of 12398 NW Highway FF from County “PI” Planned Industrial District to “PLCD” Parkland and Conservation District – Case PZ15-25**

Community Development Department Intern Zach Tusinger said the property was commonly known as Vikings Field and when it was annexed into the City it kept its county zoning. The rezoning request was only for the property north of the railroad tracks and was proposed as Parkland and Conservation District. Tusinger added the Planning and Zoning Commission recommended approval on August 10.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2847, AN ORDINANCE **AMENDING PARKVILLE MUNICIPAL CODE CHAPTER 405 TO REZONE A PORTION OF 12398 NW HIGHWAY FF (AKA PLATTE COUNTY PARCEL NUMBER 20-8.0-33-000-000-003.001) LOCATED NORTH OF THE RAILROAD RIGHT-OF-WAY, FROM COUNTY “PI” PLANNED INDUSTRIAL DISTRICT TO CITY “PLCD” PARKLAND AND CONSERVATION DISTRICT,** BE APPROVED FOR FIRST READING. ALL AYES, MOTION PASSED 7-0.

**E. Approve an ordinance approving the final plat of Lot 1-1 through 1-3, Townhomes at the National - 2nd Plat – Case PZ15-27; applicant J-3 Pandi, LLC**

Community Development Department Intern Zach Tusinger explained the plat was approved in 2014 and as part of the approval the applicant was allowed to replat certain lots without additional approval by the Planning and Zoning Commission. The request would split the lot into three separate townhomes for legal purposes so the applicant could sell the townhomes.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2848, AN ORDINANCE **APPROVING THE FINAL PLAT, LOT 1-1 THROUGH 1-3, TOWNHOMES AT THE NATIONAL – 2<sup>ND</sup> PLAT, A SUBDIVISION IN PARKVILLE, PLATTE COUNTY, MISSOURI,** BE APPROVED FOR FIRST READING. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2848 BE APPROVED ON FIRST READING AND PASSED TO SECOND READING BY TITLE ONLY. ALL AYES, MOTION CARRIED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER THAT BILL NO. 2848 BE APPROVED ON SECOND READING TO BECOME ORDINANCE NO. 2817. ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, LAMER, JONES AND SPORTSMAN. MOTION PASSED 7-0.

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

**A. Administration**

Assistant to the City Administrator Tim Blakeslee provided an update on the Old Parkville Cemetery, noting that as a Park University class project, it was recommended that the cemetery be inactivated. As a follow-up to the recommendation, he said a public notice would be issued asking for family members of those buried to give notice to the City within 90 days. Following the 90 day period, the Board would need to pass an ordinance to inactivate the cemetery.

Blakeslee also added that staff was working on a staffing report to re-establish the Cemetery Board and would also be meeting with Park University for mapping of the cemetery.

City Administrator Lauren Palmer provided an update on the Parkville Parks Plan, noting that the project was funded in the Capital Improvement Program as an update to the 2008 plan. The Community Land and Recreation Board (CLARB) discussed the plan at their August 11 meeting and a Request for Proposals (RFP) had been issued to identify a consultant for the project. Palmer said that staff asked Platte County to participate because the key focus area of the RFP was to understand how English Landing Park and Platte Landing Park interacted. She added the County said it would evaluate the RFP during their budget process and make a decision for their 2016 budget. County staff suggested the City wait until the wetland mitigation was completed but CLARB recommended that staff move forward with the RFP to select a consultant. Palmer said that Phil Wassmer agreed to serve on the selection committee and she recommended an alderman serve as well. Alderman Wylie agreed to serve and Alderman Lamer would serve as a backup if there was a scheduling issue.

Mayor Johnston noted that the City requested \$10,000 for the plan update and the project was budgeted at \$50,000. She also clarified that City staff would only be selecting a consultant. Palmer noted that a decision about proceeding with planning would be made at a later date.

**B. Community Development**

Community Development Department Intern Zach Tusinger provided an update on restrictions on non-retail uses on Main Street, noting that City staff was drafting a potential text amendment. Once the draft was completed staff would meet with property owners to further refine the amendment. Staff planned to discuss the amendment with the Planning and Zoning Commission at its September meeting.

**C. Public Works**

Public Works Director Alysen Abel said the City received its 10K Certification for English Landing Park, noting that the start and end of the course would be at the McKeon Stage, which was included as part of the race day package. She added that staff was looking at installing permanent markers for each race which had different endpoints.

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

Mayor Johnston reminded the Board that the time capsule would be filled during Parkville Days on August 22.

Alderman Sportsman updated the Board on actions from the August Community Land and Recreation Board (CLARB) meeting. He said CLARB held a dedication ceremony at the Spirit Fountain before the meeting and they thanked Phillip and Barbara Wassmer for the donation of capstones. CLARB also discussed additions to the Parkville Days festivities that included a parachute team and helicopter rides, and sculpting the tree behind McKeon Stage for which public input would be received after options were reviewed. Sportsman also added that Neil Davidson said 75 kayakers would be going down the river from Farley to English Landing Park on September 5.

Alderman Wylie requested information about the fall cleanup event and Public Works Director Alysen Abel said the cleanup would be held on October 10 and curbside pick-up would be held on October 12.

**8. ADJOURN**

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **ADJOURN THE AUGUST 18, 2015, REGULAR BOARD MEETING AT 7:50 P.M. ALL AYES; MOTION PASSED 7-0.**

MINUTES OF THE BOARD OF ALDERMEN REGULAR MEETING OF AUGUST 18, 2015

Page 5 of 5

*Draft until approved by the Board of Aldermen*

The minutes for Tuesday, August 18, 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 first day of September 2015.

Submitted by:

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City Clerk Melissa McChesney

## OPERATIONS REPORT – PARKVILLE DIVISION

July 2015

### **OPERATING DIVISIONS**

#### *MISSOURI*

Atchison County  
Wholesale Water  
Commission

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

Elsberry  
Fayette

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

Henry County #3  
Lake Ozark/  
Osage Beach

Lincoln County #1  
Nevada  
Parkville

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

St. Charles County #2  
Ste. Genevieve  
Sedalia  
Versailles

#### *IOWA*

Maquoketa  
Tipton

#### *TENNESSEE*

Dyersburg Welcome  
Center

### **Waste Water Treatment Plant Operations**

- 7.15" of precipitation fell during the month.
- The plant performed well this month with 99.1% removal efficiency for B.O.D. and 97.0% for TSS.
- An average of 499,065 gallons of wastewater was treated each day.

### **Waste Water Laboratory Analysis**

- Staff performed 316 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: Oil & Grease (4), NH<sub>3</sub>-N (4).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturers' guidelines.

### **Waste Water Treatment Plant Maintenance**

- Staff cleaned east and west clarifier.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine P.M.s were done in accordance with all manufacturer recommendations.
- Staff cleaned UV channel.
- Staff purchased and installed new AC unit for the clarifier building.

### **Collection System Operations**

- Robin 4000 odor control chemical continues to be fed from the Riss Lake site at approximately 25 gallons per day.
- Staff continues to monitor for H<sub>2</sub>S at manhole B-16 on a weekly basis.
- Staff continues to monitor pressure gauge on force main at River Chase subdivision three times per week.
- Staff performed 3 sewer inspections, 2 in Cider Mill Ridge and 2 in Riss Lake subdivision.

### **Collection System Maintenance**

- Each pump station was checked on Mondays, Wednesdays, and Fridays. Maintenance notes recorded in the Antero program.
- Capital Electric was called due to #2 Pump malfunction at McAfee Pump Station. A new contactor was installed and the pump was returned to service.
- Staff responded to a call at 13<sup>th</sup> and Main St. due to blockage in a manhole. H&H septic jetted manhole and blockage was cleared.

## **OPERATIONS REPORT – PARKVILLE DIVISION**

- Sewer line at 12<sup>th</sup> and Walnut was CCTV by H&H Septic to locate a manhole that is buried 2.5' underneath the street. The city street department will be exposing manhole for staff to evaluate the next step to raise manhole.
- The bracket that holds the guide rail for pumps at National PS broke at a weld. Portwoods Welding made repairs.
- Staff responded to a possible sewer leak at 5816 Hickory Pl. in Riss Lake. Upon investigation staff determined there was a sewer leak underneath the street in the cul-de-sac. H&H septic was called to make repairs. This involved digging up street to locate the break in the line. Once the break was exposed, it was determined that the check valve to a home owner's service line was cracked on the city side. Repairs were made and the city street department replaced gravel and asphalt to street. An estimated volume of 10,000 gallons had overflowed into the storm sewer. This Sanitary Sewer Overflow event was reported to City and DNR in accordance with State reporting procedures. AWR staff would like to thank the street department personnel for their assistance during this project.

### **Bio-solids**

- Staff did not apply sludge during the month.

### **Safety**

- 7/29/15: Excavation Safety.

### **Recommendations**

- Nothing at this time.

### **Other**

- Staff gave a tour of the plant and a pump station to City of Parkville staff, led by Mayor Nan Johnston. AWR staff answered several questions and city employees gained a better understanding of sewer plant operations and AWR responsibilities.

## OPERATIONS REPORT – PARKVILLE DIVISION

### Loading

Hydraulic	499,065 gallons per day
Organic	312 mg/L of BOD <sub>5</sub> per day

### NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.7 Min. and 7.4 Max	6.5 - 9.0
TSS	4.60 mg/L	30 mg/L
BOD <sub>5</sub>	1 mg/L	25 mg/L
NH <sub>3</sub> -N	0.71 mg/L	3.5 mg/L
O & G	4.75 mg/L	10.0 mg/l
Fecal Coliform	3.4 #/100mL	400 #/100mL

### Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	99.1%	85 %
Solids	97.0 %	85 %

### Biosolids

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



OPERATIONAL CONTROL PARAMETERS												
DATE	AB #1					AB#2					SLUDGE DRY TONS	WEATHER
	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids		
1	6.9	22.0	0.1	2380	300	6.7	22.3	1.0	3010	350		R
2	6.8	22.0	0.1	3930	750	6.8	22.5	1.1	3840	525		O
3	6.9	21.9	0.1	4180	650	6.8	22.5	1.3	3780	500		PC
4												C
5												C
6	7.0	22.3	0.1	4020	800	6.9	22.5	2.0	4000	500		PC
7	6.9	21.1	0.1	1670	500	6.9	21.5	2.5	2250	280		C
8	6.9	21.2	0.1	3150	400	6.8	21.4	1.4	3240	400		R
9	6.8	21.1	0.1	3310	400	6.7	21.5	1.3	3360	400		PC
10	6.9	21.3	0.1	3450	400	6.8	21.5	1.4	3400	400		O
11												O
12												C
13	7.0	21.8	0.1	3610	510	6.8	22.2	0.8	3200	460		C
14	6.9	22.0	0.1	3440	450	6.8	22.5	1.1	3650	450		PC
15	6.8	22.5	0.1	2540	290	6.7	22.8	1.3	2880	310		O
16	6.8	22.4	0.1	2750	325	6.7	22.8	1.2	2780	325		O
17	6.9	22.5	0.1	2750	350	6.7	22.9	1.0	2770	350		C
18												O
19												O
20	6.9	22.6	0.1	2980	350	6.7	23.1	1.3	2870	350		R
21	6.8	22.6	0.1	2920	350	6.7	22.9	1.2	2930	350		C
22	6.8	22.5	0.1	3280	375	6.7	22.8	1.2	3110	375		C
23	6.8	22.7	0.1	3115	340	6.7	22.9	1.1	3110	360		C
24	6.8	23.2	0.1	3290	380	6.6	23.1	1.2	3080	340		O
25												C
26												R
27	6.9	23.3	0.1	3490	460	6.8	23.7	1.5	3411	420		PC
28	6.8	23.4	0.1	3460	450	6.7	23.7	1.2	3420	450		C
29	6.8	23.3	0.1	3580	400	6.7	23.9	1.7	3560	400		R
30	6.8	23.2	0.1	3650	400	6.6	23.6	1.4	3420	400		C
31	6.8	23.2	0.1	3760	450	6.6	23.6	1.2	3660	400		C

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

Tests Performed by: Paul Naher <i>Paul Naher</i>	Title: Maint. Worker	Phone #: 816-891-0003	Date: 8-19-15
Report Approved by: C. Richard Wilson <i>C. Richard Wilson</i>	Title: Local Manager	Phone #: 816-891-0003	Date: 8-19-15

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Friday, August 7, 2015

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Melissa McChesney  
City Clerk

#### ISSUE:

Authorize staff to finalize and the Mayor to execute Amendment No. 1 to the Cooperative Agreement with Park University related to Street Lights for the Route 9 Downtown Entryway Beautification Project.

#### BACKGROUND:

On March 3, 2015, the Board of Aldermen approved a Cooperative Agreement with Park University for the Route 9 decorative street lights. Park University agreed to partner on the costs of all street lights on the north side of Route 9 in exchange for semi-exclusive rights to display decorative banners on the poles. As a related action, on March 3, 2015, the Board authorized staff to finalize and the Mayor to execute a Growing Together Sponsorship Program Agreement with the Missouri Department of Transportation (MODOT). The Growing Together Agreement allows the City to display banners in the MODOT right-of-way in exchange for limited maintenance of the areas around the streetlights. Maintenance includes mowing, trimming, and trash removal (four times per year).

Staff negotiated an amendment to the Cooperative Agreement with Park University to partially convey the City's maintenance obligations under the Growing Together Agreement with MODOT. Under Amendment No. 1, Park University will assume maintenance for all of the right-of-way around the streetlights on the north side of Route 9 (adjacent to campus). Representatives of Park University administration reviewed the amendment and concur with its terms, but the document must be reviewed as to form by the university's corporate counsel. Therefore, staff requests authorization to finalize the document for the Mayor's execution, in order to incorporate any changes suggested by the legal office.

#### BUDGET IMPACT:

There is no cost to the City of executing Amendment No. 1. On the contrary, the amendment obligates Park University to assume some of the City's maintenance obligations to MODOT.

#### ALTERNATIVES:

1. Authorize staff to finalize and the Mayor to execute Amendment No. 1 to the Cooperative Agreement with Park University for the Route 9 decorative street lights.
2. Direct staff to negotiate changes to meet the desires of the Board.
3. Do not approve the amendment.
4. Postpone the item.

#### STAFF RECOMMENDATION:

Staff recommends that the Board authorize staff to finalize and the Mayor to execute Amendment No. 1 to the Cooperative Agreement with Park University for the Route 9 decorative street lights.

**ITEM 4D**  
*For 09-01-15*  
**Board of Aldermen Meeting**

POLICY:

Section 8 of the Cooperative Agreement states that the, "Agreement may be amended at any time by mutual written agreement of the Parties."

SUGGESTED MOTION:

I move to authorize staff to finalize and the Mayor to execute Amendment No. 1 to the Cooperative Agreement with Park University for the Route 9 decorative street lights.

ATTACHMENTS:

1. Amendment No. 1
2. Cooperative Agreement

## AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT

THIS AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT ("**Amendment**"), effective as of the date set forth below, is made by and between the City of Parkville, Missouri (the "**City**") and Park University (the "**University**").

WHEREAS, the City and the University entered into that certain Cooperative Agreement dated March 3, 2015 (the "**Cooperative Agreement**"); and

WHEREAS, the City and the University desire to amend the Cooperative Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the provisions in this Amendment and other good and valuable consideration, the receipt and sufficiency thereof being acknowledged by the parties, the City and the University hereby agree to amend the Cooperative Agreement as follows:

1. The above recitals are incorporated herein by this reference. Capitalized terms not otherwise defined in this Amendment shall have the meaning given to them in the Cooperative Agreement.
2. Item 7.a. of Exhibit B to the Cooperative Agreement (Street Light Banner Regulations) shall be replaced in its entirety with the following: "18" x 30", two-sided."
3. Notwithstanding anything in the Cooperative Agreement to the contrary, the University, at its cost and expense, shall be responsible for litter removal and maintenance of vegetation, including grassy areas and any landscaping items, on the north side of the Roadway immediately around and adjacent to the Streetlights abutting University property. "Maintenance of vegetation" as used herein shall not be limited to mowing, trimming, and/or weed control. "Litter removal" as used herein shall mean pick-up and removal of all litter at a minimum of four (4) times per year.
4. All terms, covenants, obligations and provisions of the Cooperative Agreement, as amended by this Amendment, are hereby ratified and confirmed by the City and the University. Except as specifically amended by this Amendment, the Cooperative Agreement shall remain in full force and effect without modification or amendment. The execution and delivery of this Amendment and the performance of all of the covenants and agreements contained herein has been duly authorized, ratified and confirmed by the City and the University, and this Amendment constitutes the legal, valid and binding obligations of the City and the University, enforceable in accordance with its terms. This Amendment contains the entire agreement between the City and the University respecting the Amendment. The covenants set forth herein shall be binding upon and inure to the benefit of the City and the University and their respective heirs, successors and assigns. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the University, for themselves and their successors and assigns, have executed this Amendment as of the 1<sup>st</sup> day of September 2015.

CITY OF PARKVILLE, MISSOURI

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

PARK UNIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("**Agreement**") is made and entered into this 3rd day of March, 2015, by and between the City of Parkville, Missouri, a municipality of the fourth classification (the "**City**") and Park University (the "**University**," and together with City, the "**Parties**").

### RECITALS:

- A. The Parties each own real property adjoining that certain part of MO Route 9 in Platte County, Missouri depicted in Exhibit A attached hereto and incorporated herein (the "**Roadway**").
- B. The City desires to install and operate twenty-two (22) luminaire continuous lighting structures along the Roadway (each, a "**Streetlight**", and collectively, the "**Streetlights**").
- C. The University desires to utilize and obtain certain rights in and to the banner brackets affixed to the Streetlights (the "**Banner Brackets**").
- D. The Parties desire to enter into this Agreement to provide for the rights and obligations of the Parties with respect to the Streetlights and Banner Brackets and the installation, display, maintenance and removal thereof.

### AGREEMENT:

NOW, THEREFORE, in consideration of the promises and of the agreements set forth hereinafter, the Parties hereby agree as follows:

- 1. Recitals. Each of the foregoing recitals is incorporated herein and made a part of this Agreement.
- 2. Installation of Streetlights. The City shall, at the sole expense of the City, install or cause to be installed the Streetlights in the approximate locations depicted in Exhibit A. The City shall be responsible for obtaining all approvals from the Missouri Highways and Transportation Commission and any other applicable governmental agency or body required for the installation of the Streetlights.
- 3. Operation and Maintenance of Streetlights. At such time as the Streetlights have been installed and are fully operational, the City shall be responsible, at the expense of the City, for the ongoing operation and maintenance of the Streetlights, including without limitation the Banner Brackets; provided, however, that the University shall reimburse the City for the fees owed by the City to Kansas City Power & Light Company (or such other applicable utility provider), which fees (currently \$355.00 per Streetlight per year) may be adjusted or increased from time to time as authorized by the Missouri Public Service Commission (or such other applicable governing body), for the ongoing

operation and maintenance of the fifteen (15) Streetlights to be located on the north side of the Roadway (the "Utility Fee").

4. Payment of Utility Fee. The City shall invoice the University quarterly for the Utility Fee, and the University shall pay each invoice in full within sixty (60) days of receipt thereof. In addition to the other remedies available to the City hereunder, the City shall collect a service charge on such unpaid sums in the amount of one and one half percent (1.5%) per quarter or any part of a quarter. If any payment from the University due under this Agreement is overdue by more than thirty (30) days, then the applicable service charges collected thereon shall continue to accrue, the University's rights in and to the Streetlights under this Agreement shall cease and the City may remove any existing banners from the Streetlights then on display until all payments due from the University hereunder have been paid in full.

5. Banner Brackets and Banners.

a. The University shall have exclusive rights to display banners (subject to Sections 5(f) and 5(g) herein) in the Banner Brackets on the eight (8) easternmost Streetlights on the north side of the Roadway.

b. During the period from May 1 through May 31 of each year during this Agreement (an "Exclusive Period"), the University shall have a right of first refusal to display banners (subject to Sections 5(f) and 5(g) herein) in the Banner Brackets on the other fourteen (14) Streetlights not described in Section 5(a) above (the "Other Banner Brackets").

c. During the period from August 1 to September 15 of each year during this Agreement (an "Exclusive Period"), the University shall have a right of first refusal to display banners (subject to Sections 5(f) and 5(g) herein) in the Banner Brackets on the seven (7) westernmost Streetlights on the north side of the Roadway.

d. Outside of the Exclusive Periods, if the City has not authorized any other party to use the Banner Brackets, the City shall, upon the request of the University, allow the University to display banners (subject to Sections 5(f) and 5(g) herein) in the Other Banner Brackets.

e. All banners displayed in the Banner Brackets at the request or direction of the University shall be fabricated and stored (when not in use) by the University at the University's expense.

f. All banners displayed in the Banner Brackets, including without limitation the banners displayed at the request or direction of the University, shall be installed and removed by the City at the City's expense.

g. Prior to their display, all banners requested to be displayed in the Banner Brackets, including without limitation the banners displayed at the request or direction of the University, shall be subject to and comply with, to the City's

reasonable satisfaction, the specifications and requirements established by the City in Exhibit B. The specifications and requirements outlined in Exhibit B are subject to change at any time upon approval by the City Board of Aldermen upon thirty (30) days' notice to the University. Additionally, the content of all banners requested to be displayed in the Banner Brackets on the north side of the roadway must be reviewed in advance and approved by Park University.

- h. All rights of the University to display banners as provided in this Agreement shall be subject to the maintenance, repair and replacement of the Streetlights and related appurtenances, as may be desired or necessary from time to time. All rights of the University to display banners as provided in this Agreement shall further be subject to any necessary approvals or specifications of any applicable governmental agency or body. None of the aforementioned conditions to the University's rights under this Agreement shall have any effect on the University's obligations under this Agreement.
6. Limitation of City Liability. The City shall not be liable for any loss or damage arising out of damage to any banners to be displayed at the request or direction of the University, including without limitation loss or damage arising out of the installation, display or removal of such banners, except as such loss or damage is the direct result of the gross negligence or willful misconduct of the City, its agents, employees or contractors.
7. Termination. This Agreement shall remain in effect until amended or terminated by written agreement of the Parties, or by either Party upon not less than one (1) year advance written notice to the non-terminating Party. Upon termination of this Agreement, any and all rights of the University in and to the Streetlights and Banner Brackets shall cease.
8. Amendment. This Agreement may be amended at any time by mutual written agreement of the Parties.
9. Miscellaneous.
  - a. Entire Agreement. 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 Parties, 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 Parties.
  - b. Notice. Any notice provided for under this Agreement shall be in writing and shall be sent by registered or certified mail or hand-delivered to the Parties at the addresses shown below. Any notice mailed in accordance with this paragraph shall be conclusively presumed to be delivered on the second day after mailing. 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 of Parkville  
Attn: City Administrator  
8880 Clark Avenue  
Parkville, Missouri 64152

Notices to the University shall be mailed to:

Park University  
Laurie McCormack  
Vice President for External Relations and Marketing Communications  
8700 N.W. River Park Drive  
Parkville, MO 64152

- c. 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.
- d. Waiver. 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.
- e. 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.
- f. 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.
- g. 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 entitle such party to any other or further such notice or demand in similar or other circumstances unless specially required hereunder.

- h. 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.
- i. 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.
- j. 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.
- k. 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 either of the Parties shall be personally responsible for any liability arising under or growing out of this Agreement or operations of the Parties under the terms of the Agreement.

[Remainder of page intentionally blank; signature page to follow]

IN WITNESS WHEREOF, the City and the University, for themselves, and their successors and assigns, have executed this Agreement as of the day and year first above written.

**THE CITY:**

CITY OF PARKVILLE, MISSOURI

By: *Nanette K. Johnston*  
Name: Nanette K. Johnston, Mayor

ATTEST:

*Melissa McChesney*  
Melissa McChesney, City Clerk



**THE UNIVERSITY:**

PARK UNIVERSITY

By: *David M. Fowler*  
Name: David M. Fowler  
Title: President

EXHIBIT A

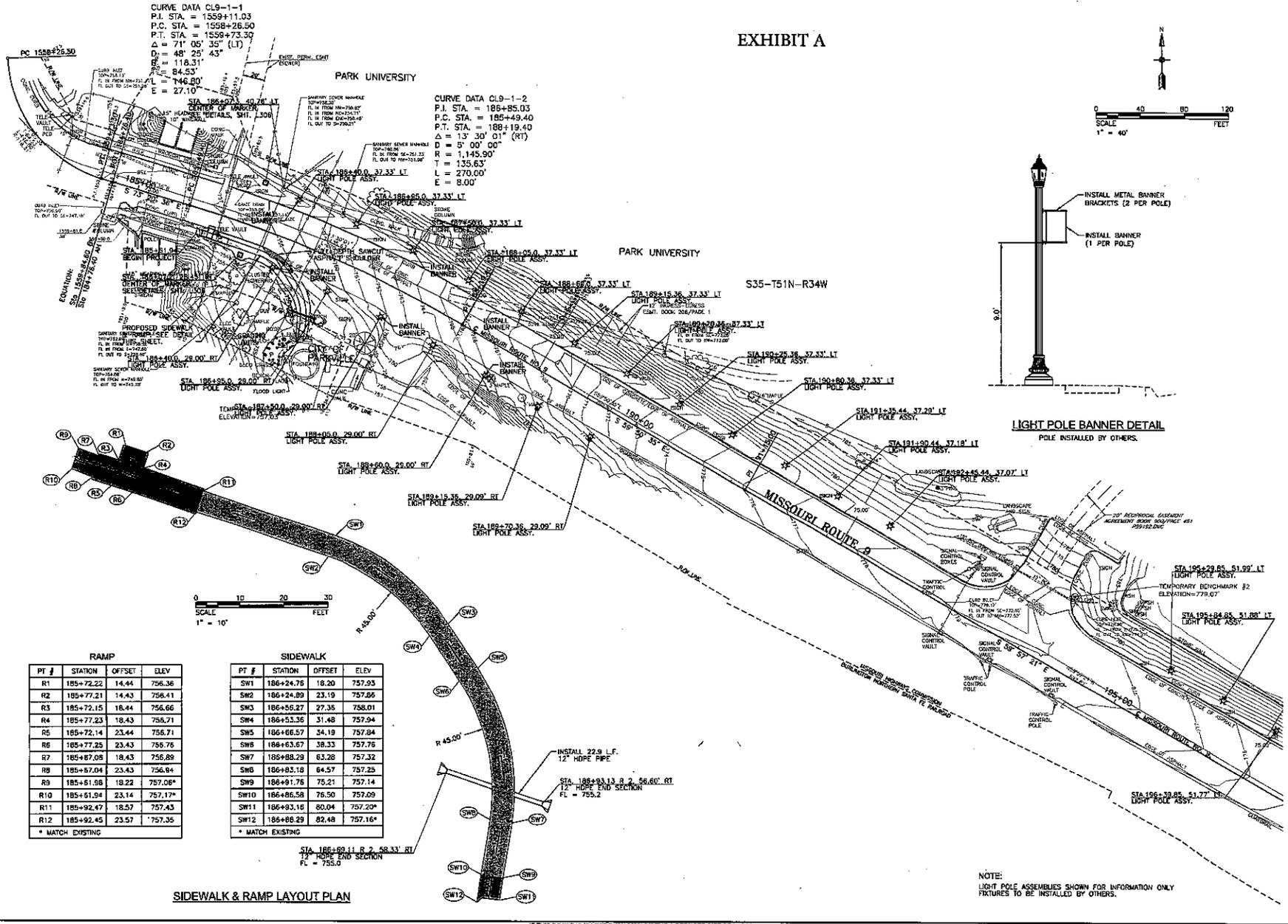
**Systems**  
 ENGINEERS  
 CERTIFICATE OF AUTHORITY #273  
 2400 PERRYBURG ROAD  
 SUITE 400  
 PARKVILLE, MISSOURI 64151  
 PHONE: (816) 335-8000

CONSULTANTS:

PARKVILLE ROUTE 9  
 DOWNTOWN ENTRYWAY  
 MDDOT STP-3301 (484)  
 PARKVILLE, MISSOURI

REVISIONS:	DATE	DESCRIPTION

PROJECT NO.	1161148231
SCALE:	1"=40'
DATE:	11/17/2014
DESIGNED BY:	GWN
DRAWN BY:	GWN
CHECKED BY:	JMZ
SHEET TITLE:	
PLAN STA. 185+61.94 TO STA 188+60.00	
SHEET NO.	
3	
SHEET 3 OF 15	



**CURVE DATA CL9-1-1**  
 P.I. STA. = 1559+11.03  
 P.C. STA. = 1559+26.90  
 P.T. STA. = 1559+73.30  
 $\Delta = 71^\circ 05' 35''$  (LT)  
 $D = 48' 25' 43''$   
 $E = 118.31'$   
 $T = 84.53'$   
 $L = 146.80'$   
 $E = 27.10'$

**CURVE DATA CL9-1-2**  
 P.I. STA. = 186+85.03  
 P.C. STA. = 186+49.40  
 P.T. STA. = 188+19.40  
 $\Delta = 13^\circ 30' 01''$  (RT)  
 $D = 5' 00' 00''$   
 $R = 1,145.90'$   
 $T = 135.63'$   
 $L = 270.00'$   
 $E = 8.00'$

**RAMP**

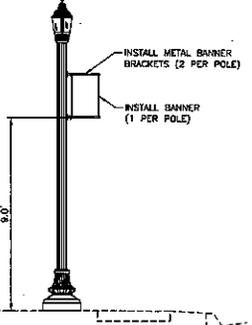
PT #	STATION	OFFSET	ELEV
R1	185+72.22	14.44	756.36
R2	185+77.21	14.43	756.41
R3	185+77.15	16.44	756.66
R4	185+77.23	18.43	758.71
R5	185+75.14	23.44	756.71
R6	185+77.25	23.43	758.78
R7	185+87.09	18.43	755.89
R8	185+87.04	23.43	756.84
R9	185+81.98	18.22	757.06*
R10	185+81.94	23.14	757.17*
R11	185+92.47	18.57	757.43
R12	185+92.45	23.57	757.35

\* MATCH EXISTING

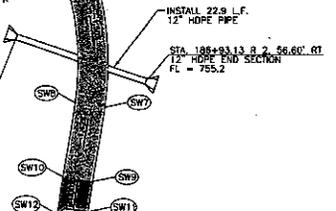
**SIDEWALK**

PT #	STATION	OFFSET	ELEV
SW1	186+24.76	18.20	757.93
SW2	186+24.89	23.19	757.66
SW3	186+56.27	27.35	758.01
SW4	186+53.36	31.48	757.94
SW5	186+66.57	34.19	757.84
SW6	186+63.67	38.33	757.76
SW7	186+88.29	63.28	757.32
SW8	186+83.18	64.57	757.25
SW9	186+81.76	75.21	757.14
SW10	186+86.58	76.50	757.09
SW11	186+93.16	80.04	757.20*
SW12	186+88.29	82.48	757.16*

\* MATCH EXISTING



**LIGHT POLE BANNER DETAIL**  
 POLE INSTALLED BY OTHERS.



NOTE:  
 LIGHT POLE ASSEMBLIES SHOWN FOR INFORMATION ONLY  
 FIXTURES TO BE INSTALLED BY OTHERS.

**SIDEWALK & RAMP LAYOUT PLAN**

IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING

## EXHIBIT B

### Street Light Banner Regulations

1. Banners shall not contain advertisements of any kind. Sponsorships are restricted to city or county names and/or logo only. Exceptions include promotion of educational institutions and business districts/associations, provided that no individual business is specifically advertised on the banner. Banners may also promote local community events. The City and Park University reserve the right to review and approve the content of all banners on the north side of the roadway. Park University will have ten (10) business days from the time of notification by the City to either approve or reject banners. Failure to respond in a timely manner will be interpreted as approval.
2. Banner messages shall comply with all state and federal laws and be devoid of any website address.
3. Electrified displays are not allowed on banners or light poles.
4. Banners must be tagged with the name, address, and phone number of the applicant. It shall be the responsibility of the applicant to keep this contact information up to date on any and all approved banners. Any banners with incorrect or missing contact information may be removed by the City or Kansas City Power & Light.
5. In the event that any banner becomes damaged, the applicant shall be required to repair, replace, or remove the banner within five (5) calendar days of being requested to do so. If the applicant fails to do so within five calendar (5) days of the request, the City reserves the right to remove and replace all banners until the appropriate repair or replacement is made.
6. Banners will be installed and removed by the City. Banners will only be installed on the brackets intended for that purpose. Banners may not be installed on traffic signal heads and supports; any regulatory, guide, or warning sign; changeable message signs; traffic control device posts or structures; or any site where the banner would obscure the ability of a driver to detect and understand existing traffic control devices.
7. Banners shall meet the following minimum specifications. Deviations from these specifications must be pre-approved by the City prior to installation:
  - a. 18"x36", two-sided
  - b. Outdoor, commercial quality, 18 oz. vinyl
  - c. UV resistant
  - d. Solid brass grommets in all four corners
  - e. Graphics printed to at least 240 dpi

## **CITY OF PARKVILLE**

### **Policy Report**

Date: August 19, 2015

Prepared By:  
Jon Jordan  
Police Captain

Reviewed By:  
Kevin L. Chrisman  
Chief of Police

ISSUE:

Approve memorandums of agreement (MOAs) with Park University to conduct an annual supervised deer hunt and permit hunt.

BACKGROUND:

For the past five years the City of Parkville Police Department has supervised two deer hunts to reduce the deer herd population to a sustainable level and reduce property damage. The first is an archery deer hunt for up to 40 licensed bow hunters on Park University property. The second is a firearms permit hunt for Parkville police officers on the same property. The permit hunt is regulated by the Missouri Department of Conservation. Staff proposes to renew the program for the 2015-2016 season. Hunting will be allowed between September 15, 2015, and January 15, 2016.

BUDGET IMPACT:

There is no cost to the city for the archery hunt. The City budgeted \$1,500 in 2015 in the Police Department Division (505) of the General Fund (10) for the processing of the deer on the permit hunt. The deer meat is donated to charitable agencies.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the Memorandums of Agreement with Park University for the Management of White-Tailed Deer Hunts.

POLICY:

Parkville Municipal Code Chapter 212 allows the hunting of game animals and target shooting within city limits, subject to rules established by the Chief of Police.

SUGGESTED MOTION:

I move to approve the memorandums of agreement with Park University for the management of white-tailed deer hunts.

ATTACHMENTS:

1. Memorandum of Understanding for the Management of White-Tailed Deer Hunt (archery hunt)
2. Memorandum of Understanding for the Management of White-Tailed Deer Hunt (firearms hunt - Parkville Police)

**MEMORANDUM OF AGREEMENT FOR  
THE MANAGEMENT OF WHITE-TAILED DEER HUNT**

This Memorandum of Agreement (“Agreement”) is made this \_\_\_\_ day of September, 2015 between the City of Parkville, Missouri (“City”) and Park University, a Missouri nonprofit corporation (“Park”).

**RECITALS**

- A. The Missouri Department of Conservation (“MDC”) is responsible for management of the fish, forest and wildlife resources of the State of Missouri including management of white-tailed deer, and
- B. Pursuant to 3 CSR 10-4.130 and 3 CSR 10-7.431 of the Missouri Wildlife Code, the MDC sets deer hunting seasons and may authorize landowners to control white-tailed deer on their property.
- C. The City desires to reduce the White Tail Deer Populations in Parkville Missouri and has requested that Park permit the City, through its Police Department (“PPD”) to supervise a White Tail Deer hunt on portions of the land that the University owns in Parkville.
- D. The City has notified the MDC of the City Supervised Hunt.

**AGREEMENT**

The parties agree as follows:

- 1.0 Park agrees:
  - 1.1 To allow archery hunting for white-tailed deer on the portion (“Hunt Area”) of Park’s Parkville property, as shown on attached Exhibit A by up to 40 licensed bow hunters between September 15, 2015 and January 15, 2016 (“Hunting Period”). If there is a conflict with any date during the Hunting Period, Park will notify the City at least forty-eight (48) hours prior to that date.
- 2.0 The City agrees:
  - 2.1 To be exclusively responsible for determining the qualifications and capabilities of any Hunters approved and allowed by the City to participate in the City Supervised Hunt.
  - 2.2 To cooperate in the targeted removal of white-tailed deer from the Hunt Area by the end of the Hunting Period, and to strictly follow all

regulations imposed by the State of Missouri, the Missouri Department of Conservation, and the City of Parkville, Missouri.

- 2.3 To provide to Park a list of participating Hunters giving full names, addresses, and Conservation Identification Number and a copy of a photo ID. Participating Hunters will then receive a hunter authorization card, which must be carried on their person along with valid Resident or Non-resident Archer's Hunting Permit and a card for each vehicle parked on Park property. Participating hunters must purchase all required hunting permits.
  - 2.4 To review with participating Hunters the rules and restrictions of the City Supervised Hunt and to provide hunters with a map of the Hunt Area boundaries and the specific locations from which each Hunter must hunt.
  - 2.5 To maintain a record of all deer harvested in the Hunt Area during the City Supervised Hunt.
  - 2.6 To notify Park and the MDC immediately of any person protesting or attempting to interfere with the City Supervised Hunt.
  - 2.7 To provide Park and participating Hunters with a copy of Section 212.010 of the Code of Ordinances of the City of Parkville, Missouri, hunt rules and restrictions, and hunter authorization cards.
- 3.0 Both Parties agree:
- 3.1 This Agreement shall take effect on the date signed by the last party and will remain in effect until midnight the last day of the Hunt Period.
  - 3.2 This Agreement may be terminated at any time by Park upon written notice, if the City fails to meet the City's obligations under this Agreement or fails to follow the MDC Statewide Deer Hunting Regulations or Section 212.010 of the Code of Ordinances of the City of Parkville, Missouri, or for any other reason, said decision to terminate being within Park's sole discretion.
- 4.0 General Provisions.
- 4.1 City Ordinance. The City Ordinances related to the City Supervised Hunt are attached as Exhibit B.
  - 4.2 Insurance.
    - 4.2.1 The City will maintain or cause to be maintained, in full force and effect, at the City's expense, one or more polic(y)(ies) of general

comprehensive public liability insurance, with coverage(s) of not less than \$1,000,000 in the aggregate for bodily injuries and property damage, and intended to provide coverage(s) in those amounts for any claims against or liability of the University arising out of access to and use of the Hunt Area and other University land, including but not limited to access roads.

4.2.2 The required insurance must be provided by an insurance company licensed to do business in Missouri that is acceptable to the University, and the University must be named as an additional insured on the policies.

4.2.3 The City will provide the University with certificate(s) of insurance (“Certificate(s) of Insurance”) meeting the requirements of this section no later than fifteen (15) days before the first day of the Term of this Agreement. The Certificate(s) of Insurance must provide that the required insurance may not be altered, terminated or lapse without at least three (3) days’ prior written notice to the University. If insurance coverage(s) required in this subsection are not obtained and/or the Certificate(s) of Insurance are not timely delivered to the University, the University may, in its sole and absolute discretion, terminate this Agreement and/or prohibit the City Supervised Hunt, which termination will be effective when notice is given to the City.

4.2.4 The Certificate(s) of Insurance must be delivered to:

Matthew Van Hoesen  
Chief Financial Officer  
Park University  
8700 N. W. River Park Drive  
Parkville, MO 64152  
Telephone: (816) 584-6432  
Fax: (816) 746-6423  
Email: [matthew.vanhoesen@park.edu](mailto:matthew.vanhoesen@park.edu)

Park University

The City of Parkville

By: \_\_\_\_\_  
Matthew Van Hoesen, Chief Financial Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

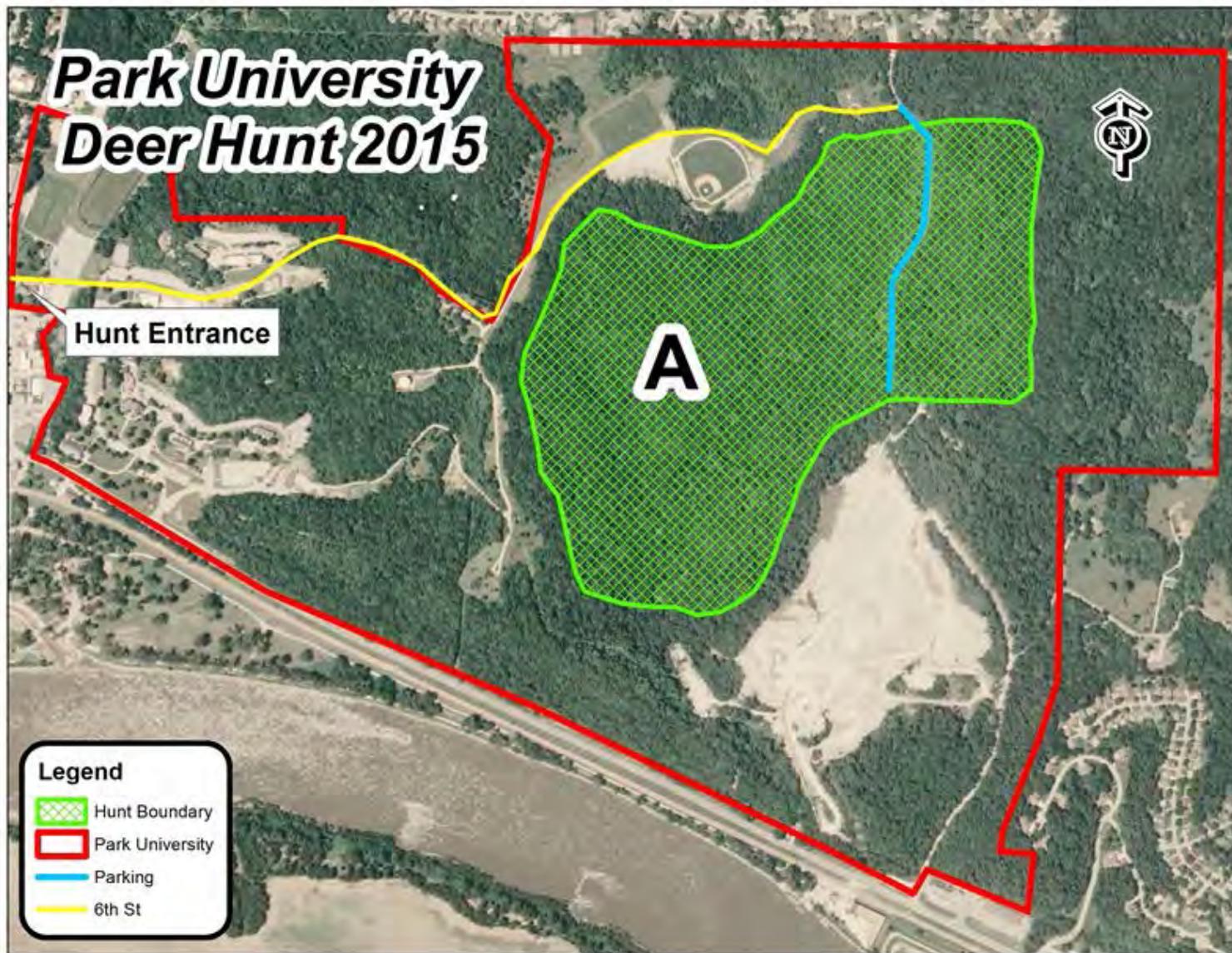
Date: September \_\_\_\_\_, 2015

Date: September \_\_\_\_\_, 2015

“Park”

“City”

EXHIBIT A



**EXHIBIT B**

# **CHAPTER 212: HUNTING AND TARGET SHOOTING REGULATIONS**

## **SECTION 212.010: HUNTING AND TARGET SHOOTING PERMITTED - WHERE**

Hunting of game animals and target shooting are permitted within the City limits of Parkville under the following conditions:

1. Hunter must comply with all laws of the State of Missouri and the rules of the Missouri Department of Conservation.
2. Hunting and target shooting may be done only on property of ten (10) acres or more which the hunter owns, or on property of ten (10) acres or more which is used with the written permission of the owner, said permission to be dated and specify periods of use by date. The written permission must be in the hunter's possession and be produced upon request of any authorized law enforcement official.
3. No person shall discharge a weapon of any kind:
  - a. Within one hundred fifty (150) yards of any dwelling (whether occupied or unoccupied, except a dwelling owned by the owner of the property upon which the weapon is discharged), public building, school building, church or place where domestic animals are kept.
  - b. From, along, or across any street, sidewalk, road, vehicle, highway, boat, river, reservoir or lake.
  - c. Within or into any park, playground or recreational area.
  - d. In the direction of any person, vehicle, dwelling, house, church, school, public thoroughfare, playground, recreational area, bridge, railroad tracks or building.
  - e. In a manner to injure, wound or damage another person or another person's real or personal property.
  - f. From or onto the premises of any platted subdivision containing lots of one (1) acre or less. (Ord. No. 1893 §2, 8-1-00)

## **SECTION 212.020: PENALTY**

Anyone violating any of the provisions of this Chapter shall upon conviction be subject to penalties not exceeding a fine of five hundred dollars (\$500.00) and costs, or imprisonment for a

term not exceeding ninety (90) days, or both such fine and imprisonment. Each day of violation shall constitute a separate offense. (Ord. No. 1893 §2, 8-1-00)

### **SECTION 212.030: AUTHORIZED AND MANAGED DEER HUNTS**

Notwithstanding the provisions of [Section 212.010](#), Subsections (2) and (3), the Board of Aldermen of the City of Parkville may, when it is deemed necessary, authorize managed deer hunts. Such hunts shall be conducted under the following conditions:

1. All hunts shall be specifically authorized by the Missouri Department of Conservation and hunters shall follow all State Wildlife Regulations and Rules established by the MDC and the rules established from year to year by the Chief of the Parkville Police Department, said rules to be incorporated herein by reference and on file in the City offices.

2. The Board of Aldermen shall by resolution specifically authorize each managed hunt, setting forth dates and area(s) where the hunt is to be conducted. If the hunt is to be conducted on private property, the owner of that property shall make a written request to the Board of Aldermen specifying dates and times requested and area(s) of the hunt and shall comply with the rules as adopted under Subsection (1) above.

3. The Board of Aldermen shall post notice of the dates and areas of each hunt at least a week prior to the hunt; such notice shall be maintained through the final day of the hunt. Notice shall be made on Channel 2, in written form in the lobby of City Hall and at the area(s) of the hunt through posting of signs at the entrance to the area and upon the boundaries to said permitted areas. The private entity shall also give notice of the hunt through Channel 2 and by notices posted on its property, specifically at the area(s) of the hunt.

4. Legal methods to harvest deer include only longbows and compound bows. Crossbows are prohibited. (Ord. No. 2148, 9-14-04)

### **SECTION 212.040: FEEDING DEER PROHIBITED**

A. *Definitions.* The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

*DEER:* A ruminant animal having deciduous antlers, usually in the male only.

*FEED OR FEEDING:* The intentional act of furnishing or otherwise making available food or other substance which is likely to be consumed by deer.

*NATURAL:* Food or other substances consumed by deer, produced by or existing in nature, not artificial.

B. *Prohibition of Feeding.* No owner or occupier of land within the City of Parkville, Missouri, shall intentionally feed, cause to be fed or provide or make available food or other

substances for the consumption by deer within the City, either on private property or on public property.

C. *Exception.*

1. This Section shall not apply to any item that can be used as food if its source in nature is native to the subject premises on which the food is available. For example, by way of illustration only, this Section shall not apply to apples or acorns generated from an apple tree or oak/acorn tree located upon the subject premises or carrots and corn grown in a garden located upon the subject premises.

2. A property of ten (10) acres or more shall be exempt from this Section and shall follow the current applicable rules of the Missouri Conservation Department pertaining to the feeding and baiting of deer. (Ord. No. 2397 §§1--3, 2-19-08)

**MEMORANDUM OF AGREEMENT FOR  
THE MANAGEMENT OF WHITE-TAILED DEER**

This Memorandum of Agreement (“Agreement”) is made this \_\_\_\_ day of September, 2015 between the City of Parkville, Missouri (“City”) and Park University, a Missouri nonprofit corporation (“Park”).

**RECITALS**

- A. The Missouri Department of Conservation (“MDC”) is responsible for management of the fish, forest and wildlife resources of the State of Missouri including management of white-tailed deer, and
- B. The City desires to reduce the White Tail Deer Populations in Parkville Missouri and has requested that Park permit the City, through its Police Department (“PPD”) to supervise a White Tail Deer hunt on portions of the land that the University owns in Parkville.
- C. The City Board of Alderman has charged the City Police Department (“PPD”), acting within the guidelines set by the deer nuisance permit issued to the City by MDC, to safely harvest deer within the City limits to balance the deer herd that lives within the City.
- D. The City has requested that Park allow PPD Officers to harvest deer on land owned by Park.
- E. Park desires to honor that request.

**AGREEMENT**

The parties agree as follows:

- 1.0 Park agrees:
  - 1.1 To allow PPD Officers to harvest white-tailed deer on the portions (“Harvest Area”) of Park’s Parkville land, as shown in red on attached Exhibit A pursuant to PPD Procedural Instruction # 606, a copy of which is attached as Exhibit B (“City Supervised Hunt”).
- 2.0 The City agrees:
  - 2.1 To be exclusively responsible for determining the qualifications and capabilities of PPD Officers approved and allowed by the City to harvest deer within the City limits.

- 2.2 To cooperate in the harvesting of white-tailed deer from the Harvest Area, and to strictly follow all regulations imposed by the State of Missouri, the MDC and the City.
  - 2.3 To provide to Park a list of participating PPD Officers, giving full names and addresses.
  - 2.4 To review with participating PPD Officers the rules and restrictions of the City Supervised Harvest and to provide PPD Officers with a map of the Hunt Area boundaries and the specific locations from which each PPD Officer must hunt.
  - 2.5 To maintain a record of all deer harvested in the Harvest Area during the City Supervised Harvest.
  - 2.6 To notify Park and the MDC immediately of any person protesting or attempting to interfere with the City Supervised Harvest.
- 3.0 Both Parties agree:
- 3.1 This Agreement shall take effect on the date (“Effective Date”) signed by the last party and will remain in effect until terminated by either party.
  - 3.2 This Agreement may be terminated at any time by Park upon written notice, if the City fails to meet the City’s obligations under this Agreement or Procedural Instruction #606, or for any other reason, said decision to terminate being within Park’s sole discretion.
- 4.0 General Provisions.
- 4.1 Insurance.
    - 4.1.1 The City will maintain or cause to be maintained, in full force and effect, at the City’s expense, one or more polic(y)(ies) of general comprehensive public liability insurance, with coverage(s) of not less than \$1,000,000 in the aggregate for bodily injuries and property damage, and intended to provide coverage(s) in those amounts for any claims against or liability of the University arising out of access to and use of the Hunt Area and other University land, including but not limited to access roads.
    - 4.1.2 The required insurance must be provided by an insurance company licensed to do business in Missouri that is acceptable to the University, and the University must be named as an additional insured on the policies.

4.1.3 The City will provide the University with certificate(s) of insurance (“Certificate(s) of Insurance”) meeting the requirements of this section no later than fifteen (15) days before the first day of the Term of this Agreement. The Certificate(s) of Insurance must provide that the required insurance may not be altered, terminated or lapse without at least three (3) days’ prior written notice to the University. If insurance coverage(s) required in this subsection are not obtained and/or the Certificate(s) of Insurance are not timely delivered to the University, the University may, in its sole and absolute discretion, terminate this Agreement and/or prohibit the City Supervised Hunt, which termination will be effective when notice is given to the City.

4.1.4 The Certificate(s) of Insurance must be delivered to:

Matthew Van Hoesen  
Chief Financial Officer  
Park University  
8700 N. W. River Park Drive  
Parkville, MO 64152  
Telephone: (816) 584-6432  
Fax: (816) 746-6423  
Email: [matthewvanhoesen@park.edu](mailto:matthewvanhoesen@park.edu)

For these reasons the parties have caused this Agreement to be executed as to the Effective Date.

Park University

The City of Parkville

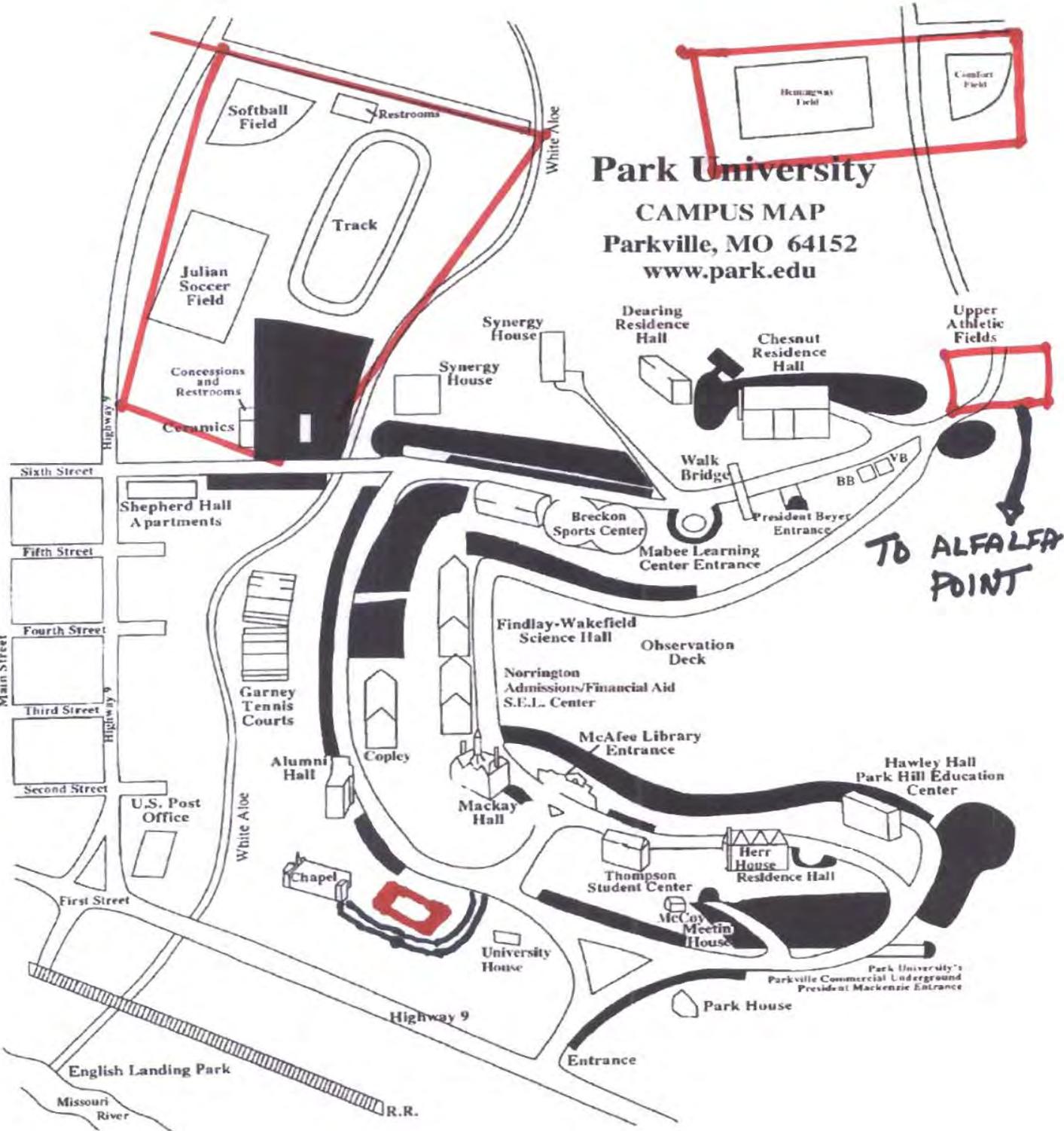
By: \_\_\_\_\_  
Matthew Van Hoesen, Chief Financial  
Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: September \_\_\_\_\_, 2015  
“Park”

Date: September \_\_\_\_\_, 2015  
“City”

**EXHIBIT A**  
**HARVEST AREA**



## **EXHIBIT B**

Procedural Instruction: #606

Number of Pages: 2

Subject: Deer Management

Date: 11-16-2010 (Revised)

# Introduction

The Missouri Department of Conservation has determined that the deer herd numbers within the city limits of Parkville Missouri are above the recommended level and the number of deer is too high for the available food sources. The large deer population has impacted motorists by increasing the number of motor vehicle accidents involving deer. Attempts to control the deer herd level by managed archery hunts have not brought the deer herd number to sustainable levels. In conjunction with the Missouri Department of Conservation the Parkville Missouri Board of Alderman has charged the Parkville Police Department with safely harvesting deer in order to balance the deer herd within the city limits of Parkville Missouri.

### **Purpose**

To outline policy and procedure for the safe harvest of deer within the city limits of Parkville Missouri within the guidelines set by the deer nuisance permit issued by the Missouri Department of Conservation.

The **personnel, method, equipment, location** and **transportation** of deer harvested within the city limits of Parkville Missouri will be determined by the Chief of Police or his designee. The method utilized will be humane in nature and will not alarm, endanger any person(s) or damage any property.

### **I. Personnel**

Police personnel assigned will be determined by the Chief of Police or his designee.

### **II. Method**

1. Harvest operations will only be conducted during the hours of darkness, out of public view.
2. Assigned Police personnel will wear clothing that readily identifies them as "Police" and will operate marked patrol/City owned vehicle(s).
3. A patrol/City owned vehicle equipped with a hand-held spotlight will be utilized to locate the deer to be harvested and illuminate the surrounding area.
4. Infra-red equipment will be used to further determine surroundings of a harvest location.
5. A low velocity weapon and corresponding sub-sonic ammunition will be deployed at safe range(s).
6. The deceased deer(s) location will be noted.

7. After harvest the deer will be removed by covered truck.
8. Harvest personnel will be in communication with the duty supervisor/officer.

### **III. Equipment**

1. Marked patrol/City owned vehicle(s) with radio/cellular communications.
2. Truck with cover.
3. Infra-red sighting device.
4. Carbine rifle with sub-sonic ammunition.
5. Hand-held spotlight.

### **IV. Location**

Deer will only be harvested on public/city owned right-of-way land. Deer Harvest operations will only be conducted on private property where verbal/written permission has been obtained or to retrieve a deceased deer.

### **V. Transportation**

The harvested deer will be transported from the harvest location by covered truck to the field dressing area and later to the processing facility in a manner out of public view.

### **Disposal**

All harvested deer will be transported and released to the processing facility. The processing facility will donate the deer meat products to a designated food pantry/kitchen. The deer meat will not be offered for sale.

### **Reporting**

After harvest operations the Police personnel assigned will complete an Intra-Departmental form to the Chief of Police or his designee detailing the number, sex and location of all deer harvested.

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

Date: August 25, 2015

PREPARED BY:

Alysen Abel  
Public Works Director

REVIEWED BY:

Matthew Chapman  
Finance/HR Director

ISSUE:

Approve a resolution employing Kyle Hillhouse as a seasonal full-time laborer for the Parks Division of the Public Works Department.

BACKGROUND:

The City advertised in late July for a full-time laborer for the Parks Division. Applications were reviewed by the Parks Superintendent and interviews were scheduled.

After promoting a current seasonal employee to full-time status, the other applicants were considered for the replacement of the open seasonal position. Based on previous experience, Kyle Hillhouse demonstrates the necessary skills and capability to execute the fundamental duties of the position and has successfully completed all necessary requirements for consideration for hire.

BUDGET IMPACT:

These are budgeted positions with starting salaries of \$13.00 per hour for 40 hours per week.

ALTERNATIVES:

1. Approve the hiring resolution for Kyle Hillhouse as a full-time seasonal Parks Department employee.
2. Do not approve the hiring of Kyle Hillhouse.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of the attached resolution and hiring of Kyle Hillhouse as a full-time seasonal Parks Department laborer, effective September 2, 2015.

POLICY:

The City of Parkville's Personnel Manual requires the Board of Aldermen to approve all hiring.

SUGGESTED MOTION:

I move to approve Resolution No. 09-01-15 employing Kyle Hillhouse as a seasonal full-time laborer for the Parks Division of the Public Works Department, effective September 2, 2015.

ATTACHMENT:

1. Resolution No. 09-01-15



**CITY OF PARKVILLE, MO  
RESOLUTION NO. 09-01-15**

**A RESOLUTION EMPLOYING KYLE HILLHOUSE AS A FULL-TIME SEASONAL  
LABORER FOR THE PARKS DIVISION OF THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the City of Parkville had a vacancy in the position of a Full-Time Seasonal Laborer for the Parks Division of the Public Works Department.

WHEREAS, Kyle Hillhouse meets the minimum qualifications of the position and was recommended for hire by the Public Works Director following a selection process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN FOR THE CITY OF PARKVILLE AS FOLLOWS:

SECTION 1. That Kyle Hillhouse is hired as a Full-Time Seasonal Laborer for the Parks Division with a starting hourly pay of \$13.00 per hour, for 40 hours per week, effective as of September 2, 2015.

SECTION 2. That Kyle Hillhouse shall be subject to and shall receive all other benefits as applicable to full-time seasonal employees in accordance with the City's adopted personnel manual, as may be amended by the Board.

SECTION 3. That Kyle Hillhouse shall serve at the will of the Board and his employment may be terminated at any time with or without cause.

IN TESTIMONY WHEREOF, I have hereto set my hand, in the City of Parkville this first day of September 2015.

\_\_\_\_\_  
Mayor Nanette K. Johnston

ATTESTED:

\_\_\_\_\_  
City Clerk Melissa McChesney

## **CITY OF PARKVILLE**

### **Policy Report**

Date: August 25, 2015

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Request to approve a contract with Irvinbilt Constructors, Inc. for the Pinecrest Pump Station Wet Well Repairs.

BACKGROUND:

The existing wet well system at the Pinecrest Pump Station is over 35-years-old. It contains corrugated metal pipe (CMP) that is corroded. This has been an issue for years and there is concern of leakage from the pipe if not addressed because the metal wall has rusted through.

Full replacement of the wet well was originally contemplated. However, with the higher costs of construction, staff determined that a reconstruction of the existing wet well system would be less costly than a full replacement.

On May 5, 2015, the Finance Committee approved a work authorization with North Hills Engineering for the design and construction inspection of the Pinecrest Pump Station Wet Well Repairs. Plans and specifications were prepared and released for bid in July. Two contractors responded to the bid request.

<u>Company</u>	<u>Total Project Cost</u>
Irvinbilt Constructors, Inc. (Chillicothe, MO)	\$98,880.00
Utility Solutions, LLC (Basehor, KS)	\$99,655.00

The lowest bidder was Irvinbilt Constructors, Inc. with a total project cost of \$98,880. The total project cost was \$30,600 over the budgetary estimate, which was \$68,200. There are two reasons for the higher bids: (1) contractors are very busy, and profit margins are up and (2) a few items were added during the design phase, increasing the overall scope of the project. City staff decided to include the additional items into the bid to see how they would be priced.

In an effort to reduce the total project expense, North Hills Engineering value engineered the project. One area of cost savings was in the bypass pumping. Irvinbilt Constructors included a lump sum cost of \$13,500, to provide bypass pumping services while the wet well is under construction. The City can rent the necessary equipment, which includes periodic maintenance to the pumps while in service for about \$5,000, which provides a cost savings of \$8,500. The City would be responsible for the cost of the diesel fuel.

Another area of cost savings was in the valve pit modifications. Irvinbilt Constructors included a lump sum cost of \$3,900 to modify the valve pit. This item was added to make entry into the system and maintenance easier on staff. This modification can be done separately from the wet well repair. The Public Works crews have the capacity to do this work, which provides a cost savings of \$3,900.

With the two contract modifications, the total contract amount would be \$81,480. City staff has confirmed that Irvinbilt Constructors accepts these contract modifications, removing Bypass Pumping and Valve Pit Modifications from the project.

**BUDGET IMPACT:**

The 2015 Capital Improvements Program (CIP) includes \$191,000 for Pump Station Improvements. It was anticipated that \$77,000 would be earmarked for the Pinecrest Wet Well Repairs, which includes \$7,000 for Engineering & Project Management; \$2,000 for Inspections; and \$68,200 for Construction. The recommended construction contract exceeds budget by \$13,280; however, there is adequate capacity in the sewer fund to absorb this increase. The 2014 sewer fund balance was higher than expected, and staff anticipates some savings in the sewer fund operating budget for 2015. Currently the fund forecast sheet projects a 2015 ending balance approximately \$180,000 ahead of budget, which includes this recommended purchase (see Attachment 5).

**ALTERNATIVES:**

1. Approve the contract and change order with Irvinbilt Constructors, Inc. for the Pinecrest Pump Station Wet Well Repairs, as outlined by staff.
2. Reject all bids and provide further direction to staff.
3. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends approval of the contract with Irvinbilt Constructors, Inc. for the Pinecrest Pump Station Wet Well Repairs, in the amount of \$98,880, and a change order deduct in the amount of \$17,400. The total contract amount would be \$81,480.

**FINANCE COMMITTEE RECOMMENDATION:**

At the meeting on August 24, 2015, the Finance Committee, by a vote of 3-0, recommended that the Board of Aldermen approve the contract with Irvinbilt Constructors, Inc. for the Pinecrest Pump Station Wet Well Repairs in the amount of \$81,480.

**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.

Section IB-15(a) of the Instructions to Bidders for this project makes clear that the City reserves the right to negotiate with the lowest responsive, responsible bidder if the bids exceed budget or for any other applicable reason.

**SUGGESTED MOTION:**

I move to approve the contract with Irvinbilt Constructors, Inc. for the Pinecrest Pump Station Wet Well Repairs, as outlined by staff, in the amount of \$81,480.

**ATTACHMENTS:**

1. Bid Tabulation
2. Detailed Bid Tabulation
3. Proposed Agreement
4. Change Order #1
5. Sewer Fund Forecast Sheet

## BID TABULATION

PINECREST PUMP STATION WET WELL REPAIRS  
AUGUST 17, 2015 – 10:00 a.m.

Bidder	TOTAL
*Irvinbilt Constructors, Inc. Chillicothe, MO	\$98,880.00
Utility Solutions, LLC Basehor, KS	\$99,655.00

(\*) Recommended Award of Purchase

**City of Parkville**  
**Bid Tabulation - Pinecrest Pump Station Wetwell Repairs**  
**Monday, August 17, 2015**

Item#	Item Description	Estimated Quantity	Unit	IRVINBILT CONSTRUCTORS		UTILITY SOLUTIONS, LLC	
				Unit Price	Extension Figure	Unit Price	Extension Figure
1	Mobilization & General Reqts. (limited to 8% of Bid Amount)	1	LS	3780	3780	6000	6000
2	Bypass Pumping: Includes set-up and tear-down.	1	LS	13500	13500	10500	10500
3	Furnish wetwell lid package: lid, base elbows, hoist & cable, brackets, etc. Does not include installation.	1	LS	14000	14000	9700	9700
4	Rehab MH E01, 4' diameter, includes 1.5" of cementitious liner and 125 mils of impermeable liner. (Section 02602).	8.0	VFT	740	5920	40	320
5	Rehab existing wetwell, includes. 6' diameter, includes 4" of cementitious liner, reinforcement, and 125 mils of impermeable liner (Section 02602).	13.7	VFT	1800	24660	50	685
6	Sandblast and coat existing discharge piping with 125 mils of impermeable liner.	1	LS	4200	4200	3900	3900
7	Remove existing two submersible pumps and float switches, and set aside.	1	LS	800	800	6800	6800
8	Demo existing wetwell lid, panel & attachments, and cut down wetwell wall section.	1	LS	3400	3400	9900	9900
9	Demo two existing base elbows and install two new base elbows.	1	LS	3000	3000	6900	6900
10	Set new wetwell lid in place and attach.	1	LS	770	770	7100	7100
11	Install new guidrails, brackets, support angle, cable brackets.	1	LS	2700	2700	7200	7200
12	Install new hoist, base, and cables.	1	LS	450	450	7400	7400
13	Re-install existing two submersible pumps.	1	LS	800	800	5950	5950
14	Electrical Work: Build new terminal box and rack with conduits, connect to existing conduits, install float switches, terminate pump and float circuits.	1	LS	17000	17000	10100	10100
15	Valve pit modifications: remove and re--set cover, cut down CMP wall, modify discharge riser pipe.	1	LS	3900	3900	7200	7200

**Total Bid Price**

\$ 98,880.00

\$ 99,655.00

Difference \$ 775.00

**Engineer's Estimate:**

\$ 68,000

## CITY OF PARKVILLE, MO

### AGREEMENT BETWEEN CITY OF PARKVILLE AND CONTRACTOR FOR PUBLIC IMPROVEMENT OF PINECREST PUMP STATION WET WELL REPAIRS

This agreement is made and entered into this 1<sup>st</sup> day of September, 2015, by and between the City of Parkville, Missouri, (hereinafter the "City") and Irvinbilt Constructors, Inc. (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions (collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

In accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of Ninety-Eight Thousand, Eight Hundred Eighty and No/100 DOLLARS (\$98,880.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the

foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed and will be Substantially Complete with all work no later than 90 calendar days from date of Notice to Proceed, and Finally Complete with all work no later than 105 calendar days from date of Notice to Proceed. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$200.00 for each and every calendar day the work remains incomplete past the date of Substantial Completion.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured- and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors/Suppliers from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Contractor's Bid Form and Schedule of Unit Prices	
Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Form of Performance Bond
Exhibit B-2	Form of Payment Bond
Exhibit C	Engineered Plans generally titled: Pinecrest P.S. Wet Well Repairs, consisting of 8 sheets.
Exhibit D	Specifications
Exhibit E	Intentionally Omitted
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (RSMo §292.675)
Exhibit I	Affidavit of Compliance with RSMo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates (Wage Order 22)
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Form of Bill of Sale
Exhibit M	Form of Bailment Agreement
Exhibit N	Form of Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Form of Conditional Final Waiver of Lien and Release of Claims

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed Four (4) counterparts of this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

\_\_\_\_\_  
By: Nanette K. Johnston

Title: Mayor

ATTEST:

\_\_\_\_\_  
Melissa McChesney, City Clerk

IRVINBILT CONSTRUCTORS, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

***(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)***

**Change Order**

**PROJECT** (*Name and address*):  
Pinecrest P.S. Wet Well Repairs

**CHANGE ORDER NUMBER:** One (1)  
**DATE:** 9/1/15

**TO CONTRACTOR** (*Name and Address*):  
Irvinbuilt Constructors

**PROJECT NO.:** PINECWW2015  
**CONTRACT DATE:** 9/1/15

**THE CONTRACTOR IS CHANGED AS FOLLOWS:**

The original Contract Sum was	\$ 98,880.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 98,880.00
The Contract Sum will be <del>increased</del> /decreased by this Change Order in the amount of	\$ (17,400.00)
The new Contract Sum including this Change Order will be	\$ 81,480.00

The Contract Time will be increased by zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is 90 days from notice to proceed.

**Delete the following:**

- (1) Bypass pumping services while the wet well is under construction (\$13,500.00)
- (2) Valve pit modifications (\$3,900.00)
- (\$17,400.00)

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

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**

**IRVINBUILT CONSTRUCTORS, INC.**  
**CONTRACTOR** (*Firm name*)  
10 Hickory Street  
Chillicothe, MO 64601-2134  
ADDRESS

**CITY OF PARKVILLE, MISSOURI**  
**OWNER** (*Firm Name*)  
8880 Clark Avenue  
Parkville, MO 64152  
ADDRESS

\_\_\_\_\_  
**BY** (*Signature*)  
  
\_\_\_\_\_  
(*Typed name*)

\_\_\_\_\_  
**BY** (*Signature*)  
  
Nanette K. Johnston, Mayor  
\_\_\_\_\_  
(*Typed name*)

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

# Sewer Fund (30)

Last Updated 08/19/15

	2011 Actual	2012 Actual	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 YTD	2015 Projected	2016 Projected	2017 Projected	2018 Projected	2019 Projected	2020 Projected
<i>Beginning Fund Balance</i>	\$426,505	\$ 493,616	\$ 605,952	\$ 489,897	\$ 516,873	\$ 1,020,362	\$ 1,104,409	\$ 1,104,409	\$ 538,161	\$ 463,320	\$ 523,725	\$ 477,327	\$ 556,703
<b>Revenues</b>													
<i>Projected Rate Increase</i>				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	595,996	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	23,900	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	22,500	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	-	2,695	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	2,837	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	-	-	-	-
<b>Sewer Fund Revenues:</b>	<b>959,140</b>	<b>1,038,349</b>	<b>1,006,209</b>	<b>1,295,008</b>	<b>1,407,454</b>	<b>1,091,190</b>	<b>647,928</b>	<b>1,112,089</b>	<b>1,117,283</b>	<b>1,138,980</b>	<b>1,150,616</b>	<b>1,151,571</b>	<b>1,152,540</b>
<b>Total Sources:</b>	<b>1,385,645</b>	<b>1,531,965</b>	<b>1,612,161</b>	<b>1,784,905</b>	<b>1,924,326</b>	<b>2,111,552</b>	<b>1,752,337</b>	<b>2,216,498</b>	<b>1,655,444</b>	<b>1,602,300</b>	<b>1,674,341</b>	<b>1,628,898</b>	<b>1,709,243</b>
<b>Expenditures</b>													
Operating Expenses	388,097	453,316	449,989	514,201	462,065	519,812	238,585	496,272	529,425	539,222	549,206	559,381	569,751
Capital Expenses	16,415	18,146	5,636	474,007	59,988	802,275	229,728	747,780	374,400	252,800	358,000	220,000	410,000
Debt Service	273,917	198,952	202,233	200,556	191,504	332,785	262,230	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	-	-	-	-	-	-	-	-	-	-
<b>Sewer Fund Expenditures:</b>	<b>892,029</b>	<b>926,014</b>	<b>1,095,288</b>	<b>1,288,764</b>	<b>813,557</b>	<b>1,756,372</b>	<b>781,293</b>	<b>1,678,337</b>	<b>1,192,123</b>	<b>1,078,576</b>	<b>1,197,014</b>	<b>1,072,195</b>	<b>1,270,466</b>
<b>Estimated Working Capital (deficit):</b>	<b>493,616</b>	<b>605,952</b>	<b>516,873</b>	<b>496,141</b>	<b>1,110,769</b>	<b>355,180</b>	<b>971,044</b>	<b>538,161</b>	<b>463,320</b>	<b>523,725</b>	<b>477,327</b>	<b>556,703</b>	<b>438,777</b>
<b>TARGET*</b>	\$388,441	\$331,031	\$339,730	\$354,106	\$332,020	\$488,113	\$488,113	\$482,228	\$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.

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

Date: August 24, 2015

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Request to approve the purchase order for salt and sand materials from Dale Brothers, Inc. through spring of 2016.

BACKGROUND:

City crews use hundreds of tons of mixed salt and sand during winter snow and ice clearing operations each year. The salt storage building holds approximately 550 tons of material and was full at the beginning of the winter season. Staff uses approximately 100 tons of material per major storm event.

In August 2015, staff accepted the following quotes:

Company	50/50 Salt/Sand per Ton	100% Salt per Ton
Holliday Sand & Gravel Company (Riverside, MO)	\$64.95	\$85.95
Dale Brothers, Inc. (Kansas City, KS)	\$50.75	\$68.00
Kaw Valley Companies, Inc. (Kansas City, KS)	\$65.00	\$100.00

Dale Brothers provided the lowest quote for the two types of winter mixes that staff normally uses: (1) salt and sand mix and (2) straight salt. The unit prices are good for the 2015/2016 snow season, until April 1, 2016.

BUDGET IMPACT:

The 2015 budget was approved with \$30,000 for Emergency Snow Removal (line item 40-520-07-20-00). The current balance for this line item is \$11,008.56. Staff intends to recommend funding in the 2016 budget to cover the cost of the snow material for the second half of the 2015/2016 snow season. Staff will continue to purchase material as needed within the prescribed budgets.

ALTERNATIVES:

1. Approve the purchase order for salt and sand materials from Dale Brothers, Inc.
2. Do not authorize the purchase from Dale Brothers, Inc.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the purchase order for salt and sand materials from Dale Brothers, Inc. The purchase order will lock in the unit prices until April 1, 2016.

**ITEM 4H**  
*For 09-01-15*  
**Board of Aldermen Meeting**

**FINANCE COMMITTEE RECOMMENDATION:**

At the meeting on August 24, 2015, the Finance Committee, by a vote of 3-0, recommended that the Board of Aldermen approve the purchase order for salt and sand materials from Dale Brothers, Inc. through April 1, 2016, subject to annual appropriations.

**POLICY:**

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

**SUGGESTED MOTION:**

I move to approve the purchase order for salt and sand materials from Dale Brothers, Inc. through April 1, 2016, subject to annual appropriations.

**ATTACHMENTS:**

1. Quotes
2. Purchase Order



**P.O. Box 13541  
Kansas City, KS  
66112-0541**

August 6, 2015

City of Parkville  
8880 Clark Ave.  
Parkville, MO 64152

**RE: ICE CONTROL PRICES 2015/2016**

2015-4/1/2016

Salt Rate: \$68.00 per Ton Delivered  
1x1 Mix Rate: \$50.75 per Ton Delivered

\_\_\_\_\_  
Harold Dunn  
Dale Brothers

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
City of Parkville



**Phone: 913.334.1075 Fax: 913.334.0090**



9660 Legler Road  
Lenexa, KS 66219-1291

Phone: (913) 492-5920  
Fax: (913) 438-0200

**Inside Sales/Central Dispatch: (913) 438-0222**

## Quotation

Quote: **4**  
Quote Date: 08/06/2015  
Expire Date: 01/01/2016  
Page 1 of 1

**Bill To:**

0891 CITY OF PARKVILLE  
8880 CLARK AVENUE  
  
PARKVILLE, MO 64152-4301  
  
Contact: ALLEN SCHANK  
Phone: (816)741-7676  
Fax: (816)741-0013

**Ship To:**

CITY OF PARKVILLE  
  
PARKVILLE, MO  
  
P.O.#

FUEL SURCHARGE MAY APPLY IF FUEL REACHES \$4.00/GALLON.

Quote Description : WINTER 2015-2016

Salesperson : **J.J. LINE**  
913-207-3809  
jj.line@hollidaysand.com

Inside sales : Terri.Finrock@hollidaysand.com

	<u>Product Description</u>	<u>Plant</u>	<u>Quantity</u>	<u>Unit</u>	<u>Material Rate</u>	<u>Freight Rate</u>	<u>Sales Price</u>
88	Bonner Springs, KS 1:1 SALT & SAND MIX	7		Tons	\$ 55.00	\$ 6.95	
91	Bonner Springs, KS DEICING SALT	7		Tons	\$ 79.00	\$ 6.95	

Tax Rate: ..... %

Terms:

Accepted by: \_\_\_\_\_

Comments:

Date: \_\_\_\_\_



**KAW VALLEY  
COMPANIES, INC.**

August 11, 2015

**City of Parkville, MO  
Attn. Alan Schank**

---

**Location: Parkville, MO**

---

- EXCAVATING  
&  
GRADING**
  
- DUMP YARD**  
(913) 281-9950  
EXT. 105  
(913) 281-9955 FAX
  
- LANDSCAPE  
SUPPLY**  
(913) 596-9752  
(913) 287-5959 FAX
  
- SAND & GRAVEL**  
(913) 287-0035
  
- WRECKING**

---

<b>Description</b>	<b>Total</b>
<b>Road Salt</b>	<b>\$ 100.00 per ton delivered</b>
<b>Salt / Sand 1/1 ratio</b>	<b>\$ 65.00 per ton delivered</b>
<b>Ice Control Sand</b>	<b>\$ 35.00 per ton delivered</b>

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For additional product information visit our website: [www.kawvalleyco.com](http://www.kawvalleyco.com)  
Or Dan Hays 913-281-9950 ext. 108

5600 Kansas Ave.  
Kansas City, KS 66106  
Ph: (913) 281-9950  
Fx: (913) 281-9955

**PURCHASE ORDER**  
(non-construction)

**CITY OF PARKVILLE (PURCHASER)**  
**8880 Clark Avenue**  
**Parkville, MO 64152**

Date: September 1, 2015

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

**VENDOR: Dale Brothers, Inc.**  
**P. O. Box 12541**  
**Kansas City, KS 66112-0542**  
**913-334-1075**

SHIP TO: Streets Maintenance Building, 9300 Graden Road, Parkville, MO 64152

INVOICE TO: Parkville City Hall, 8880 Clark Ave., Attn: Alan Schank, Parkville, MO 64152

***ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.***

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 5 pages including attachments. Purchaser agrees to pay a **UNIT PRICE** of **\$68.00 per ton for Straight Salt and \$50.75 per ton for 1 & 1 Salt and Sand Mix** for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty (30) days after delivery of goods and receipt of invoice. This purchase order is only valid through April 1, 2016.

ITEMS:

Straight Salt

Price: Sixty-Eight Dollars (\$68.00) per ton  
Delivered

1 & 1 Salt and Sand Mix

Price: Fifty Dollars & 75 cents (\$50.75) per  
Ton Delivered

See Attachment "A" – Terms and Conditions  
See Attachment "B" – Insurance Requirements

SCHEDULE OF DELIVERY:

Materials shall be delivered on request within 72 hours of placing order.

**NOTE: All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order.** Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

**All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.**

**CITY OF PARKVILLE, MISSOURI.** ("Purchaser")

**DALE BROTHERS, INC.**  
Vendor

By: \_\_\_\_\_  
Nanette K. Johnston

By: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER**

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers:** Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties.** (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) Vendor shall furnish to Purchaser all MSDS sheets relevant to items furnished hereunder.

5. **Time is of the Essence.** Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification:** Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes:** Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes:** Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing:** If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination:** Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment:** Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

## ATTACHMENT "B"

### INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement**, must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

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

2.1 All coverages obtained by Vendor, 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 to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) of such insurance and 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. **A copy of the Notice of Cancellation Endorsement must be furnished to Purchaser prior to delivery of goods.**

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 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser 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.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished 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 04/12), under the commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 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, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser 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 Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor 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 Purchase Order. The policy shall be at least as broad as the coverage provided in 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.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

## **CITY OF PARKVILLE**

### **Policy Report**

Date: August 25, 2015

PREPARED BY:

Alysen Abel  
Public Works Director

REVIEWED BY:

Tim Blakeslee  
Assistant to the City Administrator

ISSUE:

Direct staff to submit an application for a Traffic Engineering Assistance Program (TEAP) Grant to Missouri Department of Transportation (MoDOT) for the Lewis Street Traffic Study.

BACKGROUND:

Each year, the Missouri Department of Transportation (MoDOT) provides funding to Local Public Agencies (LPAs) for engineering assistance for studying traffic safety or operational issues through the Traffic Engineering Assistance Program (TEAP). The purpose of the grant funding is to provide funds to small municipalities that have neither the funds available nor the traffic engineering expertise to perform these studies. MoDOT will fund 80% of the TEAP study up to a maximum of \$8,000, with the local agency providing the 20% match.

The City has identified an issue with the area located on Lewis Street, south of the Highway 45 intersection, between the Price Chopper and Walgreens. An aerial view of the location can be seen in Attachment 1. The location of the full access is within the influence of the northbound left turn lane of Lewis Street. With the assistance provided in the TEAP study, the City can find a safe alternative.

MoDOT requires that the local agency use one of the consultants on their approved consultant list. The three traffic consultants that the City currently has on-call traffic services contracts with are all on the approved consultant list.

Of the three firms the City has under contract for on-call traffic engineering services, both Transystems and George Butler Associates have assisted the City on traffic study reviews. Affinis has not yet been selected to work on a project, but will be selected for this work if grant funding is appropriated. Affinis has a strong background in traffic analysis, as well as roundabout design. They have resources available within their firm to provide additional engineering assistance associated with this project as needed.

BUDGET IMPACT:

The 2015 Budget includes \$25,000 for Engineering and Planning fees (line item 515-08-03-00). The current balance of this line item is \$6,720.42. There is money available in the budget to provide the local match of \$2,000. Based on the current trends, staff does not anticipate exceeding this budget line item.

ALTERNATIVES:

1. Direct staff to submit the TEAP grant request to MoDOT for the Lewis Street Traffic Study.
2. Advise staff to consider an alternative location for the TEAP grant request.
3. Do not submit the TEAP grant request.
4. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen direct staff to submit an application to MoDOT for a TEAP Grant.

**POLICY:**

Although this item is within the purchasing authority of the City Administrator, staff seeks the support from the Board of Aldermen prior to submitting the grant application.

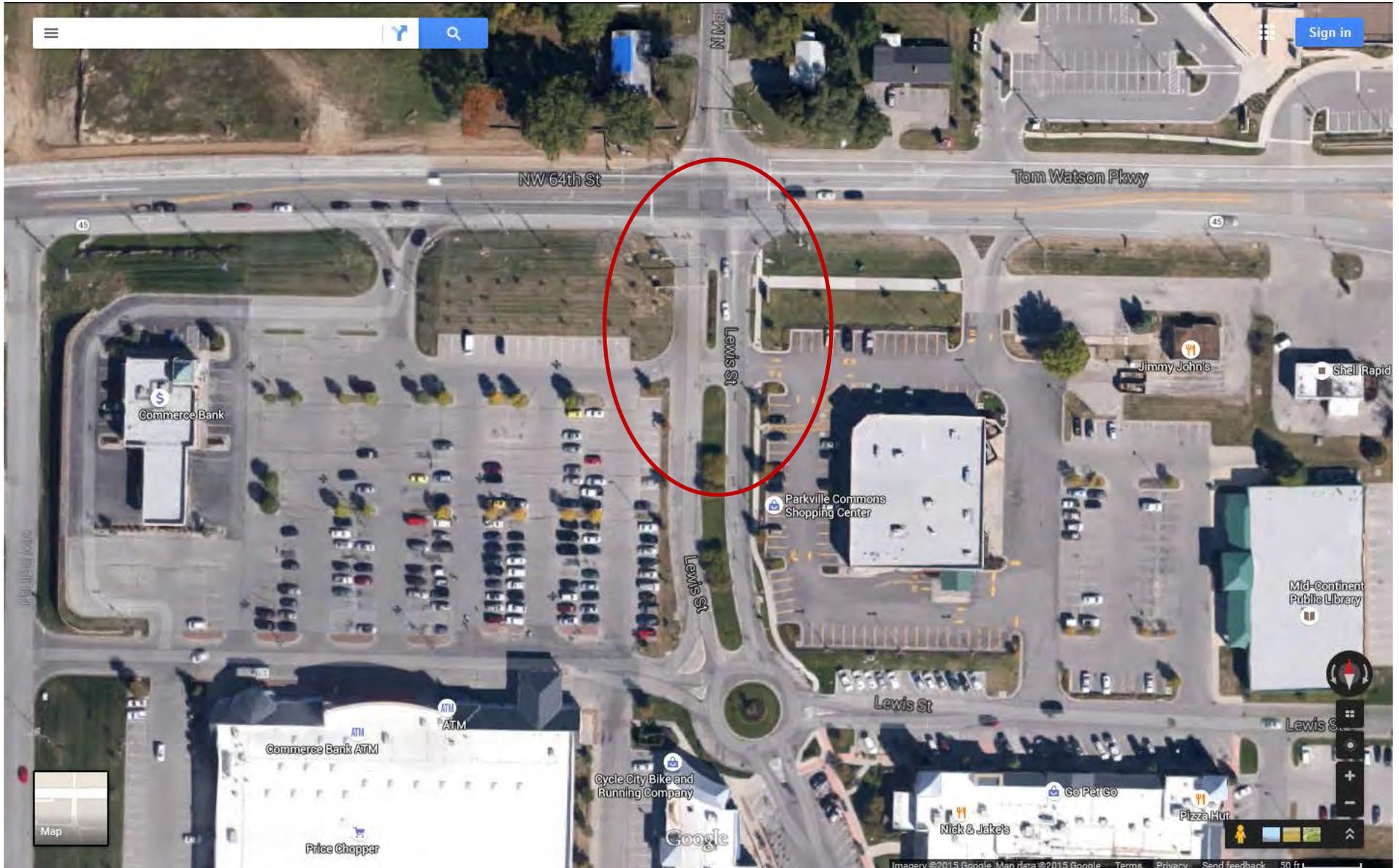
**SUGGESTED MOTION:**

I move to authorize staff to prepare and submit the TEAP grant application to MoDOT for the Lewis Street Traffic Study.

**ATTACHMENT:**

1. Aerial Map

# Study Area



## **CITY OF PARKVILLE**

### **Policy Report**

DATE: August 26, 2015

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

REVIEWED BY:  
Lauren Palmer  
City Administrator

ISSUE:

Approve the second reading of an ordinance amending Parkville Municipal Code Chapter 405 to rezone a portion of 12398 NW Highway FF, located north of the railroad right-of-way, from County "PI" Planned Industrial District to City "PLCD" Parkland and Conservation District Case PZ15-25; City of Parkville Community Development Department, applicant.

BACKGROUND:

The City proposes to rezone a portion of 12398 NW Highway FF lying north of the railroad right-of-way from County "PI" Planned Industrial District to "PLCD" Parkland and Conservation District. The property is also known as Platte County parcel number 20-8.0-33-000-000-003.001, containing 29.1 acres, more or less, and is located south of River Road at the intersection with Union Chapel Road. Although the property consists of one parcel, it is divided into two portions by railroad right-of-way. The northern portion of the property contains the Parkville Vikings youth football field and the southern portion contains the City's sewer treatment facility.

This property retained its County "PI" zoning designation after being annexed into Parkville and has not since been rezoned. The property is owned by the City of Parkville and contains a sewer treatment facility and a recreation field. The applicant proposes to rezone the property to Parkville's "PLCD" Parkland and Conservation District. The proposed "PLCD" Parkland and Conservation District zoning allows parkland and open spaces.

Staff reviewed the application against the City of Parkville's Municipal Code and the City's adopted Master Plan and concluded that: 1) the proposed zoning would allow uses compatible with the character of the area and the zoning and uses of nearby properties; 2) the property is not suitable to the uses to which it is restricted under the current County PI zoning; 3) impacts could be mitigated through the plan and/or plat approval process; 4) the uses permitted in the PLCD zoning would be expected to have no greater impact than existing uses on the property; 5) denial is not warranted to protect the public health, safety and welfare; 6) there does appear to be a hardship to the City if the property is not allowed to be rezoned to a City district; 7) stormwater, floodplain and floodway impacts, if any, can be adequately handled through development plan and/or plat approval; 8) and the proposed PLCD zoning is consistent with the City's Master Plan projections and specific goals and objectives from the Master Plan can be addressed through the site planning process.

Per Parkville Municipal Code, a notice of public hearing was published, surrounding property owners were notified via certified mail and a sign was posted on-site, all as required. The required public hearing was held before the Planning and Zoning Commission on Tuesday, August 11, 2015.

BUDGET IMPACT:

With the exception of nominal expenses to update City maps, there is no budget impact.

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ALTERNATIVES:

1. Approve the rezoning via ordinance as recommended by the Commission.
2. Approve the rezoning via ordinance subject to specified conditions.
3. Deny the application.
4. Postpone consideration.

STAFF RECOMMENDATION:

Staff recommends approving the ordinance amending Chapter 405 of the Parkville Municipal Code to rezone that portion of 12398 NW Highway FF, Parkville, Missouri 64152, located north of the railroad right-of-way, from County "PI" Planned Industrial District to City "PLCD" Parkland and Conservation District.

PLANNING COMMISSION RECOMMENDATION:

On August 11, 2015, the Planning and Zoning Commission held a public hearing and considered the proposed zoning district change to PLCD. The Commission concurred with conclusions and recommendations in staff's August 5, 2015 report and following consideration unanimously recommended approval of rezoning to City "PLCD" Parkland and Conservation District by a vote of 9 to 0 based upon the criteria submitted by staff in accordance with the recommendations.

PRIOR BOARD ACTION:

On August 18, 2015, the Board of Aldermen unanimously approved Bill 2847 on first reading.

POLICY:

Per RSMo 89.050 and Parkville Municipal Code Chapter 483, all zoning district changes must be approved by the Board of Aldermen by ordinance, after the Planning and Zoning Commission considers the application at a public hearing and forwards their recommendation. The Board of Aldermen must approve two readings of the ordinance to become effective.

SUGGESTED MOTION:

I move that Bill No. 2847, an ordinance amending Parkville Municipal Code Chapter 405 to rezone a portion of 12398 NW Highway FF (aka Platte County parcel number 20-8.0-33-000-000-003.001) located north of the railroad right-of-way, from County "PI" Planned Industrial District to City "PLCD" Parkland and Conservation District, be approved on second reading to become Ordinance No. \_\_\_\_.

ATTACHMENTS:

1. Ordinance and attached Exhibits A & B (legal description & map showing the rezoning area)

ADDITIONAL EXHIBITS BY REFERENCE:\*

1. August 5, 2015 staff report to the Planning and Zoning Commission (see 8-18-15 packet)
2. Minutes of the August 11, 2015 Planning and Zoning Commission meeting
3. Parkville Municipal Code Chapter 403, "PLCD" Parkland and Conservation District - <http://www.ecode360.com/27900942>
4. Parkville zoning code in its entirety - <http://www.ecode360.com/PA3395-DIV-05>
5. Parkville Master Plan - <http://parkvillemo.gov/departments/community-development-department/master-plan/>
6. Notice of Public Hearing mailed to owners within 185 feet of the subject property
7. Hearing notice published in the Platte County Landmark
8. Summary of hearing posted on the City webpage - <http://parkvillemo.gov/wp-content/uploads/2014/03/PZ15-25-Rezoning-Hearing-Summary-for-8-11-15.pdf>

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\* Copies on file at Parkville City Hall and available on request

**AN ORDINANCE AMENDING CHAPTER 405 OF THE PARKVILLE ZONING CODE TO REZONE THAT PORTION OF 12398 NW HIGHWAY FF LOCATED NORTH OF THE RAILROAD RIGHT-OF-WAY FROM COUNTY "PI" PLANNED INDUSTRIAL DISTRICT TO CITY "PLCD" PARKLAND AND CONSERVATION DISTRICT**

WHEREAS, the City of Parkville Community Development Department submitted application PZ15-25 requesting to rezone a portion of 12398 NW Highway FF, Parkville, Missouri 64152, from County "PI" Planned Industrial District to City "PLCD" Parkland and Conservation District; and

WHEREAS, The property includes all of that portion of Platte County Parcel number 20-8.0-33-000-000-003.001 located north of the existing railroad right-of-way and is legally described and depicted in Exhibits A and B attached here to an incorporated herein by reference; and

WHEREAS, the subject site had the County zoning when it was annexed and has not since been rezoned; and

WHEREAS, all notices of the public hearing were published, posted and mailed in accordance with all applicable requirements of the Parkville Municipal Code and the State of Missouri Revised Statutes; and

WHEREAS, on August 11, 2015 the Planning and Zoning Commission held a public hearing, considered the proposed zoning district change and recommended approval by a vote of 9 to 0 based upon the criteria submitted by staff in accordance with the recommendations; and

WHEREAS, the Board of Aldermen hereby accepts the recommendation of the Planning and Zoning Commission; and

WHEREAS, as of the time of consideration by the Board of Aldermen, no valid protest petition had been submitted.

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

Section 1. Section 405 of the Parkville Zoning Code is hereby amended to rezone that portion of 12398 NW Highway FF, Parkville, Missouri 64152, also known as Platte County parcel number 20-8.0-33-000-000-003.001, located north of the existing railroad right-of-way, and legally described and depicted in Exhibits A and B attached here to and incorporated herein by reference, to City "PLCD" Parkland and Conservation District.

Section 2. This ordinance shall be effective immediately upon its passage and approval.

PASSED and APPROVED this 1<sup>st</sup> day of September 2015.

\_\_\_\_\_  
Mayor Nanette K. Johnston

ATTESTED:

\_\_\_\_\_  
City Clerk Melissa McChesney

**Ord \_\_\_\_ Exhibit A**  
**Legal Description**

That portion of the following property lying north of the railroad right-of-way to Chicago, Burlington & Quincy Railroad as recorded April 11, 1924 in Book 98 at Page 185:

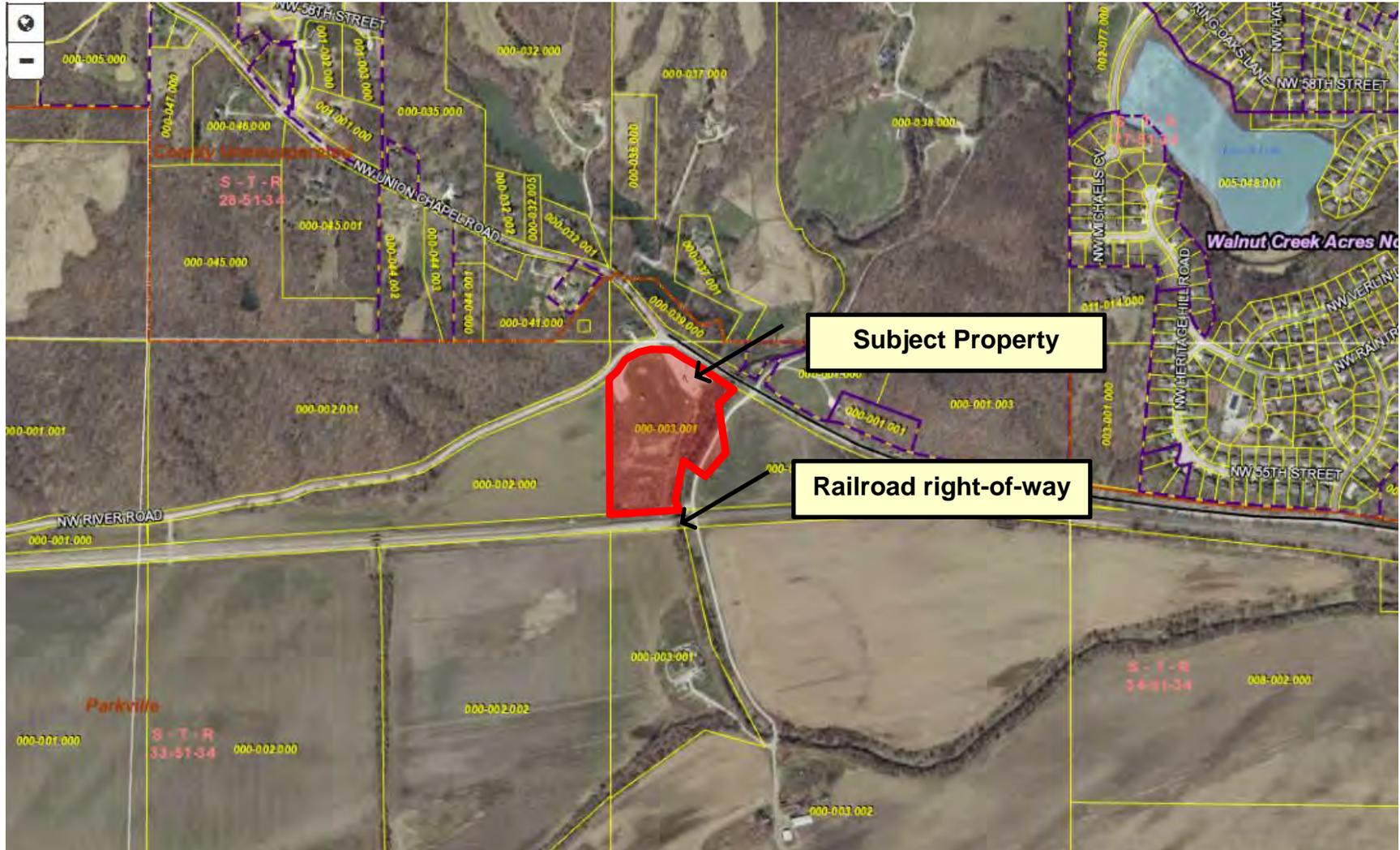
**Parcel A**

A tract of land located in Section 33, Township 51 North, Range 34 West, Platte County, Missouri, being more particularly described as follows: Commencing at the Northwest corner of said Section 33; thence S 01 degrees 05'16" W along the West line of said Section 33 a distance of 1,046.55 feet to a point on the Southerly right of way line of River Road and the point of beginning of the tract of land to be described; thence continuing along said Southerly right of way line on a curve to the left, having a chord bearing N 82 degrees 05'15" E, a radius of 2030.00 feet and an arc length of 253.85 feet; thence N 78 degrees 30'19" E continuing along said Southerly right of way line a distance of 217.97 feet; thence continuing along said Southerly right of way line on a curve to the right, tangent to the last described course, having a radius of 1170.00 feet and an arc length of 82.39 feet; thence N 82 degrees 32'23" E continuing along said Southerly right of way line a distance of 113.25 feet; thence continuing along said Southerly right of way line on a curve to the left, tangent to the last described course, having a radius of 1230.00 feet and an arc length of 228.92 feet; thence N 71 degrees 52'35" E continuing along said Southerly right of way line a distance of 40.28 feet; thence continuing along said Southerly right of way line on a curve to the right, tangent to the last described course, having a radius of 270.00 feet and an arc length of 47.26 feet; thence N 81 degrees 54'22" E continuing along said Southerly right of way line a distance of 471.08 feet; thence continuing along said Southerly right of way line on a curve to the left, tangent to the last described course, having a radius of 570.00 feet and an arc length of 309.74 feet; thence N 50 degrees 46'17" E continuing along said Southerly right of way line a distance of 34.72 feet; thence continuing along said Southerly right of way line on a curve to the right, tangent to the last described course, having a radius of 770.00 feet and an arc length of 209.16 feet; thence N 66 degrees 20'06" E continuing along said Southerly right of way line a distance of 592.66 feet; thence continuing along said Southerly right of way on a curve to the left, tangent to the last described course, having a radius of 605.00 feet and an arc length of 216.08 feet to a point on the East line of the West half of said Section 33; thence departing from said Southerly right of way line, along said East line, S 00 degrees 00'00"W a distance of 779.21 feet to a point on the Northerly right of way line of the Chicago, Burlington, & Quincy Railroad; thence S 86 degrees 02'45" W along said Northerly right of way line a distance of 2646.48 feet to the West line of said Section 33; thence N 01 degrees 05'16" E, departing from said Northerly right of way line, along said West line of said Section 33, a distance of 103.64 feet to the point of beginning, except part in roads, if any.

**Parcel B**

Certain land adjacent to Parcel A which is the South 2.3± acres of the East half of the Northeast quarter of Section 32, Township 51, Range 34, lying north of the North Right-of-Way line of the Chicago Burlington as now located and Quincy Railroad lying south of Public Road, as now located, except the West 40 feet thereof, subject however to Seller's reservation of an ingress or egress easement over Parcel B, which easement shall be over the access driveway as now located; which easement shall be surveyed at City's cost prior to closing and shall be legally described as a reservation in the deed from Seller to Buyer.

Ord \_\_\_\_ Exhibit B  
Map



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

Date: August 27, 2015

Prepared By:  
Tim Blakeslee  
Assistant to the City Administrator

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approval of Accounts Payable Invoices, Insurance Payments, 1<sup>st</sup> of the Month Checks, Electronic Funds Transfer (EFT) Payments, Credit and Debit Card Processing Fees, and Payroll Expenditures from 8/11/2015 – 8/27/2015.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from August 11, 2015, through August 27, 2015. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$205,641.77
Insurance Payments	\$39,363.76
1 <sup>st</sup> of the Month	\$0.00
EFT Payments	\$0.00
Processing Fees	\$0.00
Payroll	\$51,158.76
<b>TOTAL</b>	<b>\$296,164.29</b>

ALTERNATIVES:

1. Approve the release of funds.
2. Deny the release of funds and provide further direction to City Administration.
3. Deny any portion of the release of funds and provide further direction to City Administration.

STAFF RECOMMENDATION:

Staff recommends the release of funds as summarized in the attached statements.

SUGGESTED MOTION:

I move to appropriate \$296,164.29 of city funds to pay salaries and accounts.

ATTACHMENTS:

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

PACKET: 05281 Direct Payables 8/19/15  
 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
01153		First Bank of Missouri						
	I-8/12/15	Bond Payment 2006 COPs	R	8/18/2015		93,094.08	034181	93,094.08
								CHECK DATE < ITEM DATE
01390		Rias Lake Homes Association						
	I-August 2015	Ginder Pump Transfer-SW	R	8/18/2015		31,386.41	034182	31,386.41
								CHECK DATE < ITEM DATE
01822		McAnany Concrete						
	I-#3	Concrete Curb and Sidewalk-TP	R	8/18/2015		14,980.00	034183	14,980.00

** B A N K T O T A L S **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	139,460.49	139,460.49
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	3	0.00	139,460.49	139,460.49

PACKET: 05285 Federal Withholdings - 8/21/15

VENDOR SET: 01

BANK : FY Pooled Cash FY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201508204104	Federal Withholding	D	8/21/2015		7,554.47CR	000000	
	I-T3 201508204104	FICA W/H	D	8/21/2015		8,549.78CR	000000	
	I-T4 201508204104	Medicare W/H	D	8/21/2015		1,999.60CR	000000	18,103.85

\* \* 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	18,103.85	18,103.85
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	18,103.85	18,103.85

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05289 August Longevity Bonus  
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 201508254105	Federal Withholding	D	8/25/2015		211.00CR	000000	
	I-T3 201508254105	FICA W/H	D	8/25/2015		108.50CR	000000	
	I-T4 201508254105	Medicare W/H	D	8/25/2015		25.38CR	000000	344.88

* * 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	344.88	344.88
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	344.88	344.88

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 05291 Regular Payments 8/27/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01614	KCPL I-Due 9/2/15	Due 9/2/15	D	8/04/2015		40.94CR	000000	40.94
01614	KCPL I-Due 9/1/15	Due 9/1/15	D	8/28/2015		2,867.93CR	000000	2,867.93
01087	Stinson Leonard Street LLP I-30118453	Legal Services-AD	D	9/01/2015		6,450.00CR	000000	6,450.00
01614	KCPL I-Due 9/8/15	Due 9/8/15	D	9/01/2015		2,273.61CR	000000	2,273.61
02140	Commerce Bank - Commercial Cards I-Stmt 8/18/15	Stmt 8/18/15	D	9/01/2015		6,605.23CR	000000	6,605.23
00002	A & M Printing I-56580	Signs for 5k/10k	R	9/01/2015		12.92CR	034198	12.92
02018	Ace ImageWear I-0440447	Shop rags, Towels, Soap-ST	R	9/01/2015		58.96CR	034199	58.96
00004	ADH Hitch & Truck Access I-106336	Anti-Rattle-PD	R	9/01/2015		42.00CR	034200	42.00
00006	Alamar Uniforms I-486873-90	Kevlar Vest)PD	R	9/01/2015		756.00CR	034201	756.00
01769	Ambassador Electric I-11213	Pedistal Work-PK	R	9/01/2015		150.00CR	034202	150.00
02199	American Electric Company I-8087-432559	Contacter, Suppressor-SW	R	9/01/2015		214.24CR	034203	214.24
02350	BOKF NA I-5087740 I-5087741	Bond Trustee Fee Bond Trustee Fee	R R	9/01/2015 9/01/2015		2,000.00CR 2,000.00CR	034204 034204	4,000.00
02025	Capital Electric Construction Co Inc I-29390 I-29688	Control Panel Repair-SW Control Panel Labor-SW	R R	9/01/2015 9/01/2015		657.53CR 990.00CR	034205 034205	1,647.53
02351	Cathy Kline Art Gallery I-9/15/15	Reimbursement for Pest Ctrl-AD	R	9/01/2015		109.50CR	034206	109.50

PACKET: 05291 Regular Payments 8/27/15  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00014	Chucks Parkville Garage							
	I-34791	Tire Repair-TP	R	9/01/2015		20.00CR	034207	20.00
02065	Data Technologies, Inc.							
	I-39559	Training-SW	R	9/01/2015		1,416.10CR	034208	1,416.10
00156	Dave's Foreign Car Repair LLC							
	I-132,580	Oil Change-PD	R	9/01/2015		35.00CR	034209	
	I-132,594	Tune Up-PD	R	9/01/2015		238.75CR	034209	
	I-132,651	Oil Change-PD	R	9/01/2015		35.00CR	034209	308.75
00042	Electronic Office Systems							
	I-0000443597	Phone System Repair	R	9/01/2015		650.00CR	034210	650.00
02353	Green Touch Lawn & Tree							
	I-84042	Ground Weed Control-PK	R	9/01/2015		883.00CR	034211	883.00
00496	Gunter Pest Management, Inc.							
	I-1147457	Pest Control-AD	R	9/01/2015		50.00CR	034212	50.00
00055	H&H Septic Service, Inc.							
	I-36661C	Sewer Repair-PK	R	9/01/2015		3,783.25CR	034213	3,783.25
02131	Heritage Tractor, Inc.							
	I-1499791	Module-PK	R	9/01/2015		59.23CR	034214	
	I-1501426	Yoke-PK	R	9/01/2015		159.13CR	034214	218.36
02248	Hi-Gene's Janitorial Service							
	I-46406	Janitorial Service-AD	R	9/01/2015		757.50CR	034215	757.50
02312	Janice Davis							
	I-Exp Report 8/12/15	Reimb. for Spirit Ded. Cerm-PW	R	9/01/2015		16.35CR	034216	16.35
01349	K & R's GT Muffler & Brake LLC							
	I-14001	Cooler Line Repair-PK	R	9/01/2015		677.50CR	034217	677.50
02021	KAT Nurseries							
	I-KW4729	Tree Mulch	R	9/01/2015		81.38CR	034218	81.38
02352	Ken Sidorowicz							
	I-37962	Brick Facade Inspection	R	9/01/2015		300.00CR	034219	300.00

PACKET: 05291 Regular Payments 8/27/15  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01403	Kenny's Auto and Tire Service I-8/19/15	Tires-PK	R	9/01/2015		215.16CR	034220	215.16
00262	Kustom Signals, Inc. I-517628	Radar Tuning Forks-PD	R	9/01/2015		46.00CR	034221	46.00
01133	Lakeside Nature Center I-6/10/15	Program for Day Camp-NS	R	9/01/2015		75.00CR	034222	75.00
01235	Landmark Newspaper, The I-22925 I-22934 I-22952	Semi-Annual Report-AD Public Hearing Notice-CD Job Ad-ST	R	9/01/2015		75.63CR 60.27CR 15.00CR	034223 034223 034223	150.90
00232	Martin Marietta I-15953564	Rock for Bell Rd Rail-TP	R	9/01/2015		631.41CR	034224	631.41
02054	Matthew Chapman I-Exp Report 8/14/15	Mileage to PAC and IPMA-HR-AD	R	9/01/2015		65.55CR	034225	65.55
00084	McConnell & Associates Co I-92303	Tack Coat-TP	R	9/01/2015		160.38CR	034226	160.38
00942	McKeever's Price Chopper I- Stmt 8/5/15	Stmt 8/5/15	R	9/01/2015		472.82CR	034227	472.82
00159	Missouri American Water I-Due 9/11/15 I-Due 9/4/15 I-Due 9/9/15	Due 9/11/15 Due 9/4/15 Due 9/9/15	R	9/01/2015		1,103.91CR 16.47CR 80.28CR	034228 034228 034228	1,200.66
01483	Missouri Department of Revenue I-46896	Sales Tax Report-AD	R	9/01/2015		35.00CR	034229	35.00
00160	Missouri Gas Energy I-Due 9/16/15	Due 9/16/15	R	9/01/2015		78.99CR	034230	78.99
00303	MO Dept of Natural Resou I-34601601703	An Sewer Connection Fees-SW	R	9/01/2015		1,792.28CR	034231	1,792.28
01582	Northland Sign & Decal Company I-855	Door Decals-TP	R	9/01/2015		135.00CR	034232	135.00

PACKET: 05291 Regular Payments 8/27/15  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02354	Outdoor Services K.C. Inc. I-826224	Dog Park Fence Repair-PK	R	9/01/2015		150.00CR	034233	150.00
00097	P & C Hardware I-Stmt 8/17/15	Stmt 8/17/15	R	9/01/2015		267.15CR	034234	267.15
00899	Parkville Municipal Court I-Jul-15	Processing Fees-CT	R	9/01/2015		187.66CR	034235	187.66
00218	Platte County Sheriff's D I-Jul 15	Prisoner Boarding-CT	R	9/01/2015		140.00CR	034236	140.00
00107	Platte Rental & Supply I-W2341 I-W2358 I-W2411 I-W2412 I-W2413	Trimmer Repair-PK Weedeater Repair-PK Weed Eater Repair-PK Weedeater Repair-PK Weed Eater Repair-PK	R	9/01/2015		50.00CR 51.68CR 51.62CR 109.55CR 42.50CR	034237 034237 034237 034237 034237	305.35
01739	Print Time I-9035970-IN I-9036258-IN	Business Cards-AD,SW,CD Business Cards-CD	R	9/01/2015		140.00CR 70.00CR	034238 034238	210.00
01982	Rejis Commission I-INV0004593 I-INV00043289	Terminal Rejis-PD Terminal Rejis-PD	R	9/01/2015		65.07CR 41.50CR	034239 034239	106.57
00274	Ricoh USA, Inc. I-503746550	Police Printer-PD	R	9/01/2015		119.32CR	034240	119.32
01396	Superco Specialty Products I-LB958	Graffiti Removr, Wax, Spray-ST	R	9/01/2015		155.50CR	034241	155.50
00154	T-Ray Specialties Inc. I-27289,27288 I-27296	Trash Bags, Restroom Sups-PK Trifold Towels, Scrubs-ST	R	9/01/2015		423.44CR 168.36CR	034242 034242	591.80
02317	UMB Bank, N.A. I-143591	HSA Fees-AD,ST,PK,PD	R	9/01/2015		15.00CR	034243	15.00
01573	Urban Tree Specialists I-10598 I-10626 I-10627	Tree Removal-PlayGround-PK Tree and Limb Removal-TP Tree Removal-PK	R	9/01/2015		745.00CR 1,160.00CR 1,500.00CR	034244 034244 034244	3,405.00

PACKET: 05291 Regular Payments 8/27/15  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00150	Vance Bros Inc							
	I-123408	Asphalt-TP	R	9/01/2015		336.00CR	034245	
	I-123447	Asphalt-TP	R	9/01/2015		280.00CR	034245	616.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	48	0.00	27,481.84	27,481.84
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	0.00	18,237.71	18,237.71
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:	53	0.00	45,719.55	45,719.55

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02355	Vince Roberts I-8/26/15	Wetland Mowing-PK	R	9/01/2015		2,013.00CR	034246	2,013.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	2,013.00	2,013.00
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:	1	0.00	2,013.00	2,013.00

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 05230 EOM Benefits 6/29/15

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00005	AFLAC							
	I-AFL201508064103	AFLAC after Tx	R	8/26/2015		56.90CR	034185	
	I-AFL201508204104	AFLAC after Tx	R	8/26/2015		45.90CR	034185	
	I-AFP201508064103	AFLAC PRETAX	R	8/26/2015		163.06CR	034185	
	I-AFP201508204104	AFLAC PRETAX	R	8/26/2015		140.35CR	034185	406.21
00136	State of Missouri							
	I-T2 201508064103	State Withholdings	R	8/26/2015		2,402.66CR	034186	
	I-T2 201508204104	State Withholdings	R	8/26/2015		2,334.66CR	034186	
	I-T2 201508254105	State Withholdings	R	8/26/2015		62.00CR	034186	4,799.32
00794	Delta Dental							
	I-DNC201508064103	Delta Dental Insurance	R	8/26/2015		256.70CR	034187	
	I-DNC201508204104	Delta Dental Insurance	R	8/26/2015		256.70CR	034187	
	I-DNF201508064103	Delta Dental Insurance	R	8/26/2015		222.42CR	034187	
	I-DNF201508204104	Delta Dental Insurance	R	8/26/2015		222.42CR	034187	
	I-DNP201508064103	DENTAL PRETAX	R	8/26/2015		462.40CR	034187	
	I-DNP201508204104	DENTAL PRETAX	R	8/26/2015		439.28CR	034187	
	I-DNS201508064103	Delta Dental Insurance	R	8/26/2015		231.30CR	034187	
	I-DNS201508204104	Delta Dental Insurance	R	8/26/2015		231.30CR	034187	2,322.52
01322	Richard V. Fink, Trustee							
	I-GSC201508064103	S. Coleman 14-50465-can-13	R	8/26/2015		150.00CR	034188	
	I-GSC201508204104	S. Coleman 14-50465-can-13	R	8/26/2015		150.00CR	034188	300.00
01711	BCBSKC							
	C-201508264108	BCBSKC	R	8/26/2015		2,537.51	034189	
	I-ADD201508064103	ADD on BCBS Bill	R	8/26/2015		27.44CR	034189	
	I-ADD201508204104	ADD on BCBS Bill	R	8/26/2015		26.78CR	034189	
	I-BCC201508064103	BCBS Insurance	R	8/26/2015		1,176.00CR	034189	
	I-BCC201508204104	BCBS Insurance	R	8/26/2015		1,176.00CR	034189	
	I-BCE201508064103	BCKSKC Insurance	R	8/26/2015		2,266.00CR	034189	
	I-BCE201508204104	BCKSKC Insurance	R	8/26/2015		2,266.00CR	034189	
	I-BCF201508064103	BCBS Insurance	R	8/26/2015		1,278.00CR	034189	
	I-BCF201508204104	BCBS Insurance	R	8/26/2015		1,278.00CR	034189	
	I-BCS201508064103	BCBS Insurance	R	8/26/2015		433.00CR	034189	
	I-BCS201508204104	BCBS Insurance	R	8/26/2015		433.00CR	034189	
	I-HDC201508064103	BCBS Insurance	R	8/26/2015		1,005.00CR	034189	
	I-HDC201508204104	BCBS Insurance	R	8/26/2015		1,005.00CR	034189	
	I-HDE201508064103	BCBS Insurance	R	8/26/2015		528.00CR	034189	
	I-HDE201508204104	BCBS Insurance	R	8/26/2015		528.00CR	034189	
	I-HDF201508064103	BCBS Insurance	R	8/26/2015		1,092.00CR	034189	
	I-HDF201508204104	BCBS Insurance	R	8/26/2015		1,092.00CR	034189	
	I-HDS201508064103	BCBS Insurance	R	8/26/2015		370.00CR	034189	
	I-HDS201508204104	BCBS Insurance	R	8/26/2015		370.00CR	034189	
	I-HSC201508064103	BCBS Insurance	R	8/26/2015		331.00CR	034189	
	I-HSC201508204104	BCBS Insurance	R	8/26/2015		331.00CR	034189	
	I-HSE201508064103	BCBS Insurance	R	8/26/2015		870.00CR	034189	
	I-HSE201508204104	BCBS Insurance	R	8/26/2015		696.00CR	034189	
	I-HSF201508064103	BCBS Insurance	R	8/26/2015		538.00CR	034189	
	I-HSF201508204104	BCBS Insurance	R	8/26/2015		538.00CR	034189	
	I-LID201508064103	BC/BS Dependent Life Ins	R	8/26/2015		11.78CR	034189	

PACKET: 05230 EOM Benefits 6/29/15

VENDOR SET: 01

BANK : PY Fooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-LID201508204104	BC/BS Dependent Life Ins	R	8/26/2015		11.40CR	034189	
	I-LIF201508064103	BC/BS Life Insurance	R	8/26/2015		169.22CR	034189	
	I-LIF201508204104	BC/BS Life Insurance	R	8/26/2015		165.09CR	034189	17,474.20
*VOID*	VOID CHECK		V	8/26/2015			034190	**VOID**
*VOID*	VOID CHECK		V	8/26/2015			034191	**VOID**
01718	VSP							
	I-VSP201508064103	Vision Care Employee Premiums	R	8/26/2015		116.22CR	034192	
	I-VSP201508204104	Vision Care Employee Premiums	R	8/26/2015		116.22CR	034192	232.44
01719	Prudential							
	I-LTD201508064103	Long Term Disability	R	8/26/2015		372.61CR	034193	
	I-LTD201508204104	Long Term Disability	R	8/26/2015		362.49CR	034193	735.10
01730	LAGERS							
	C-201508264110	LAGERS	R	8/26/2015		129.55	034194	
	I-CSR201508064103	LAGERS RETIREMENT	R	8/26/2015		3,683.70CR	034194	
	I-CSR201508204104	LAGERS RETIREMENT	R	8/26/2015		3,384.96CR	034194	
	I-CSR201508254105	LAGERS RETIREMENT	R	8/26/2015		86.63CR	034194	
	I-R&P201508064103	City/PD Ret Contribution	R	8/26/2015		2,302.51CR	034194	
	I-R&P201508204104	City/PD Ret Contribution	R	8/26/2015		2,382.02CR	034194	11,710.27
01807	City of Parkville/Flex Plan							
	I-FLX201508064103	Flex Plan	R	8/26/2015		265.52CR	034195	
	I-FLX201508204104	Flex Plan	R	8/26/2015		265.52CR	034195	531.04
01895	UMB Bank, N.A.							
	I-HSU201508064103	HSA Contribution	R	8/26/2015		120.00CR	034196	
	I-HSU201508204104	HSA Contribution	R	8/26/2015		95.00CR	034196	215.00
02290	Colonial Life							
	I-COA201508064103	Colonial Life After Tax	R	8/26/2015		140.08CR	034197	
	I-COA201508204104	Colonial Life After Tax	R	8/26/2015		140.08CR	034197	
	I-COP201508064103	Colonial Life PreTax	R	8/26/2015		178.75CR	034197	
	I-COP201508204104	Colonial Life PreTax	R	8/26/2015		178.75CR	034197	637.66

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	11	0.00	39,363.76	39,363.76
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	13	0.00	39,363.76	39,363.76

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

DEPT: 10-01 Administration

PAYROLL NO#: 01

EMPLOYEE: 0103 Berg, Stephen D TYPE: R-0 CK#: 000000 0/00/00 0.00 DD: 000000 0/00/00 500.06

DATE	ORG	FUND	ACCOUNT	CODE/RATE	HOURLY RATE	HOURS	AMOUNT	PROJECT				
	I	10	501.01-01-00	BONUS 1	31.060	0.00	875.00					
CNT:0		BASE SALARY: 1,242.31		HOURLY: 31.060	*TOTAL*	0.00	875.00					
-----EARNINGS-----				-----BENF/REIMB-----		-----DEDUCTIONS-----		-----TAXES-----				
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
BONUS	0.00	875.00			CSR	CSR	35.00	51.63	FED W/H	875.00	211.00	
									ST WH MO	875.00	62.00	
									FICA	875.00	54.25	54.25
									MEDI	875.00	12.69	12.69
-----EARNINGS RECAP-----												
GROSS:		875.00	OTHER:	0.00	BENEFITS:	0.00	DEDUCTIONS:	35.00	TAXES:	339.94	NET PAY:	500.06

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 8/19/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - Commercial Car							
I-Stmt 8/18/15	Stmt 8/18/15	D	9/01/2015			000000		
81	505.01-41-00 Training		Conf Hotel-PD	182.84				
10	515.01-41-02 Professional Development		ASCE Reg Fee-PW	745.00				
10	501.01-41-02 Professional Dev - Staff		Legislative bfast Pa	15.00				
10	501.01-41-02 Professional Dev - Staff		North Reg Cham Lunch	30.00				
10	501.01-41-00 Membership Fees & Dues - Staff		ICMA Membership Palm	825.00				
10	525.09-21-00 Miscellaneous		Backgrounf Check-AD	13.25				
10	515.01-41-02 Professional Development		WTS Lunch Meeting-PW	25.00				
10	535.05-01-00 Office Supplies & Consumables		Sign Lamination-NS	9.95				
10	535.09-21-00 Miscellaneous		Dedication Food-NS	51.03				
10	525.06-21-01 Equipment Repair & Maintenance		Sprayer Part-PK	9.99				
10	520.03-04-00 Water		Water-ST	82.31				
10	501.06-34-00 Office Equipment Maintenance		Black Counter-AD	120.95				
10	510.06-34-00 Office Equipment Maintenance		Black Counter-CT	11.32				
10	501.06-34-00 Office Equipment Maintenance		Color Counter-AD	138.63				
10	510.06-34-00 Office Equipment Maintenance		Color Counter-CT	2.97				
10	501.05-01-00 Office Supplies & Consumables		Copier Staples-CT	101.00				
10	501.09-20-02 Exec Session Meeting Supplies		Meeting Food-AD	46.48				
10	555.02-01-00 Equipment		Monitor-IT	119.99				
10	555.02-01-00 Equipment		Monitor Return minus	101.99				CR
10	525.05-01-00 Office Supplies & Consumables		Staples-PK	73.98				
10	501.05-01-00 Office Supplies & Consumables		Staples-AD	11.47				
10	501.09-20-02 Exec Session Meeting Supplies		Planning Meeting Wat	17.88				
10	505.03-01-00 Telephone & Voicemail		ATT-PD	4.59				
10	525.03-01-00 Telephone & Voicemail		ATT-PK	147.53				
10	520.03-01-00 Telephone & Voicemail		ATT-ST	58.10				
30	501.03-01-00 Telephone & Voicemail		ATT-SW	13.57				
10	501.09-21-00 Misc-Other		Snow Cone Syrup-AD	13.44				
10	501.03-08-00 Cable		City Hall Internet-A	124.56				
10	501.09-21-00 Misc-Other		Lamer Photo and Fram	19.87				
10	501.05-01-00 Office Supplies & Consumables		Monitor Stand and Ca	37.81				
10	501.05-01-00 Office Supplies & Consumables		Staples-AD	26.19				
10	518.05-01-00 Office Supplies & Consumables		Staples-CD	11.98				
30	501.05-01-00 Office Supplies		Staples-SW	34.29				
10	501.03-01-00 Telephone & Voicemail		City Hall Phone-AD	497.03				
10	20070 Vol. Employee Fund W/H		Plant-EP	52.79				
10	505.06-21-00 Vehicle Repair & Maintenance		Emergency Lights-PD	59.32				
10	505.05-01-00 Office Supplies & Consumables		Finger Print Pads-PD	99.62				
10	501.05-01-00 Office Supplies & Consumables		Staples-AD	35.58				
10	510.05-01-00 Office Supplies & Consumables		Staples-CT	17.99				
10	515.01-41-02 Professional Development		Conf Flight Abel-PW	231.51				
10	518.09-21-00 Miscellaneous		Google Charge Refund	10.00				CR
10	518.01-41-02 Professional Development		Building Offical Con	250.00				
10	518.01-41-02 Professional Development		Building Offical Con	354.45				
10	518.09-21-00 Miscellaneous		Survey Monkey-CD	26.00				
10	501.09-20-02 Exec Session Meeting Supplies		Planning Session Bfa	67.04				
10	535.05-41-00 Materials		Sign-NS	46.80				

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 8/19/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - CommerCONT							
	I-Stmt 8/18/15		D 9/01/2015			000000		
10	501.01-41-02 Professional Dev - Staff		IFMA-HR Chapman-AD	225.00				
10	520.03-01-00 Telephone & Voicemail		ATT Uverse	47.00				
10	525.03-04-00 Water		Water-PK	44.84				
10	540.06-31-00 Computer Maintenance		Vlomo-PI	59.95				
30	501.09-21-00 Miscellaneous		Google Email-SW	5.00				
10	501.01-41-02 Professional Dev - Staff		Park U Award table S	90.00				
10	501.01-41-03 Professional Dev - Board		Park U Award table	210.00				
10	501.05-01-00 Office Supplies & Consumables		Staples-AD	24.75				
10	525.03-05-00 Mobile Phones & Pagers		Sprint-PK	82.32				
10	518.03-05-00 Mobile Phones & Pagers		Sprint-CD	132.04				
10	518.03-05-00 Mobile Phones & Pagers		Sprint-PW	20.58				
10	505.03-05-00 Mobile Phone & Pagers		Sprint-PD	246.96				
10	520.03-05-00 Mobile Phones & Pagers		Sprint-ST	199.79				
30	501.03-06-00 Wi-Fi		Sprint-SW	39.99				
10	501.01-41-02 Professional Dev - Staff		ICMA Flights Blakesl	424.90				6,605.23

*** TOTALS ***	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	6,605.23	0.00	6,605.23
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

\*\* G/L ACCOUNT TOTALS \*\*

G/L ACCOUNT	NAME	AMOUNT
10 20070	Vol. Employee Fund W/H	52.79
10 501.01-41-00	Membership Fees & Dues - Staff	825.00
10 501.01-41-02	Professional Dev - Staff	784.90
10 501.01-41-03	Professional Dev - Board	210.00
10 501.03-01-00	Telephone & Voicemail	497.03
10 501.03-08-00	Cable	124.56
10 501.05-01-00	Office Supplies & Consumables	236.80
10 501.06-34-00	Office Equipment Maintenance	259.58
10 501.09-20-02	Exec Session Meeting Supplies	131.40
10 501.09-21-00	Misc-Other	33.31
10 505.03-01-00	Telephone & Voicemail	4.59

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 8/19/2015 THRU 99/99/9999

\*\* G/L ACCOUNT TOTALS \*\*

G/L ACCOUNT	NAME	AMOUNT
10 505.03-05-00	Mobile Phone & Pagers	246.96
10 505.05-01-00	Office Supplies & Consumables	99.62
10 505.06-21-00	Vehicle Repair & Maintenance	59.32
10 510.05-01-00	Office Supplies & Consumables	17.99
10 510.06-34-00	Office Equipment Maintenance	14.29
10 515.01-41-02	Professional Development	1,001.51
10 518.01-41-02	Professional Development	604.45
10 518.03-05-00	Mobile Phones & Pagers	152.62
10 518.05-01-00	Office Supplies & Consumables	11.98
10 518.09-21-00	Miscellaneous	16.00
10 520.03-01-00	Telephone & Voicemail	105.10
10 520.03-04-00	Water	82.31
10 520.03-05-00	Mobile Phones & Pagers	199.79
10 525.03-01-00	Telephone & Voicemail	147.53
10 525.03-04-00	Water	44.84
10 525.03-05-00	Mobile Phones & Pagers	82.32
10 525.05-01-00	Office Supplies & Consumables	73.98
10 525.06-21-01	Equipment Repair & Maintenance	9.99
10 525.09-21-00	Miscellaneous	13.25
10 535.05-01-00	Office Supplies & Consumables	9.95
10 535.05-41-00	Materials	46.80
10 535.09-21-00	Miscellaneous	51.03
10 540.06-31-00	Computer Maintenance	59.95
10 555.02-01-00	Equipment	18.00
	*** FUND TOTAL ***	6,329.54
30 501.03-01-00	Telephone & Voicemail	13.57
30 501.03-06-00	Wi-Fi	39.99
30 501.05-01-00	Office Supplies	34.29
30 501.09-21-00	Miscellaneous	5.00
	*** FUND TOTAL ***	92.85
81 505.01-41-00	Training	182.84
	*** FUND TOTAL ***	182.84

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	6,605.23	0.00	6,605.23
BANK: AP		TOTALS:	1	6,605.23	0.00	6,605.23
REPORT TOTALS:			1	6,605.23	0.00	6,605.23

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 8/19/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00097	P & G Hardware							
	I-Stat 8/17/15							
	10 535.05-41-00	Materials	Concrete	9.38				
	10 520.05-21-00	Handtools	Blue, Knife, Blades	9.76				
	10 525.05-21-00	Equipment & Handtools	gloves, hardware, wa	51.25				
	10 501.05-01-00	Office Supplies & Consumables	Spray for Hwy 9 sign	8.99				
	10 525.05-21-00	Equipment & Handtools	Tape-PK	4.99				
	10 525.06-21-01	Equipment Repair & Maintenance	Hardware-PK	9.07				
	10 535.05-41-00	Materials	Msic Hardware, GLove	23.16				
	10 501.06-01-00	Building Maint & Repair	Rope, Stakes-AD	9.55				
	10 525.05-21-00	Equipment & Handtools	Utility Blade-PK	3.99				
	10 525.05-41-01	Restroom Supplies	Blubs, Clamps-PK	26.16				
	10 525.05-21-00	Equipment & Handtools	Bit, Socket Set-PK	14.72				
	10 518.05-01-00	Office Supplies & Consumables	Batteries-CD	9.18				
	10 520.05-21-00	Handtools	Box Fans-ST	53.98				
	10 505.06-21-00	Vehicle Repair & Maintenance	Roll 4" Flashing-FD	10.99				
	10 505.05-01-00	Office Supplies & Consumables	Caution Tape-PD	21.98				267.15

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	267.15	0.00	267.15
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
10 501.05-01-00	Office Supplies & Consumables	8.99
10 501.06-01-00	Building Maint & Repair	9.55
10 505.05-01-00	Office Supplies & Consumables	21.98
10 505.06-21-00	Vehicle Repair & Maintenance	10.99
10 518.05-01-00	Office Supplies & Consumables	9.18
10 520.05-21-00	Handtools	63.74
10 525.05-21-00	Equipment & Handtools	74.95
10 525.05-41-01	Restroom Supplies	26.16
10 525.06-21-01	Equipment Repair & Maintenance	9.07
10 535.05-41-00	Materials	32.54
	*** FUND TOTAL ***	267.15

## CITY OF PARKVILLE Policy Report

Date: Tuesday, August 25, 2015

Prepared By:  
Steve Berg  
Treasurer

Reviewed By:  
Matthew Chapman  
Finance/Human Resources Director

ISSUE:

Hold a public hearing and approve the 2015 Property Tax Levy for Fiscal Year 2016.

BACKGROUND:

The City has received the State Auditor pro forma calculations for the General Tax Levy and the General-Temp Levy for the next tax year. The temporary levy was authorized by the voters in 2004 for 21 years (until 2025). The pro forma calculations give the maximum levy that can be set based on the City's voter-approved levies under Missouri law. Following requirements of the Hancock Amendment, the State Auditor has adjusted the maximum allowed amounts for both the General Tax levy and the General-Temp levy for the coming year to a combined total of \$0.6514 per \$100 of assessed valuation. In previous years the Board has elected to maintain the General levy at the maximum allowed tax rate. Beginning with 2011 the Board has also elected to keep the General-Temp near the maximum to provide sufficient reserves and for the purpose of paying off a portion of the debt early once the corresponding bonds become callable. In any year the Board may reduce, but not increase, the proposed levy, while in even-numbered years the Board has the option of increasing the tax levy upward, if the levy is below its allowed maximum. Such an adjustment would become effective for the following odd-numbered fiscal year.

The table below summarizes the impact to a typical homeowner of the proposed tax rate compared to previous years.

	<b>Tax Year</b>				
	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Value of Home*	\$200,000	198,487	\$199,078	\$201,175	\$203,675
Assessed Valuation (19% of actual)	\$38,000	\$37,713	\$37,725	\$38,223	\$38,698
General Tax Levy	0.4748	0.4784	0.4784	0.4784	0.4763
General-Temp Levy	0.1795	0.1759	0.1759	0.1759	0.1751
<b>Total City of Parkville Tax</b>	<b>\$248.63</b>	<b>\$246.75</b>	<b>\$247.49</b>	<b>\$250.09</b>	<b>\$252.08</b>

*\*Based on average increase/decrease in assessed valuation for existing properties in Parkville.*

BUDGET IMPACT:

The General Fund tax levy provides about 23% of the General operating funds of the City. The General-Temp levy has historically been used to pay approximately one-half of the 2006 capital improvements certificates of participation issued by the City. The estimated increase in tax revenues in 2016 due to maintaining the tax levies at the adjusted current maximum level is \$20,829 (General) and \$7,604 (General-Temp) for a total of \$28,433. Lowering either tax levy would require the City to either find other sources of revenue or to reduce expenditures for 2016.

ALTERNATIVES:

1. Approve maintaining the 2015 Tax Levy for Fiscal Year 2016 at the existing rate as adjusted by the State Auditor for the current tax year.

2. Reduce the 2015 Tax Levy for Fiscal Year 2016 as the Board of Aldermen deems appropriate.

STAFF RECOMMENDATION:

Approve maintaining the 2015 Tax Levy at the existing rate for the current tax year.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on August 24, 2015, the Finance Committee, on a vote of 3-0, recommended that the Board of Aldermen approve maintaining the 2015 Tax Levy at the existing rate for the current year.

POLICY:

The Board of Aldermen may establish the Property Tax Levy to support municipal services within the limitations imposed by state law. The Property Tax Levy will determine a substantial portion of the revenue which will be available for Fiscal Year 2016. The amount of the revenue expected to be generated will be used during the budget process to determine available funds for Fiscal Year 2016. A public hearing is required per RSMo 67.110.

SUGGESTED MOTION:

I move that Bill No. 2849, an ordinance setting the 2015 General Tax Levy at \$0.4763 per \$100.00 of assessed valuation and the General Debt Levy at \$0.1751 per \$100.00 of assessed valuation, be approved for first reading.

I move that Bill No. 2849 be approved on first reading and passed to second reading by title only.

I move that Bill No. 2849 be approved on second reading to become Ordinance No. \_\_\_\_\_.

ATTACHMENTS:

1. Ordinance
2. Public Hearing Notice for the proposed 2015 Tax Levy

BILL NO. 2849

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE LEVYING A TAX OF \$0.6514 ON ALL TAXABLE PROPERTY IN THE CITY OF PARKVILLE FOR THE YEAR 2015.**

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

The levy on all real and personal taxable property in the City of Parkville for the year 2015 shall be \$0.6514 per one hundred dollars of assessed valuation, divided as follows:

\$0.4763 per one hundred dollars of assessed valuation for the general operating budget.

\$0.1751 per one hundred dollars of assessed valuation for the general operating budget (temporary).

PASSED and APPROVED this 1<sup>st</sup> day of September 2015.

\_\_\_\_\_  
Mayor Nanette K. Johnston

ATTESTED:

\_\_\_\_\_  
City Clerk Melissa McChesney

**Notice of Public Hearing  
On 2015 Tax Levy Adjusted to Comply with  
Missouri State Statutes Chapter 137.073  
City of Parkville, MO**

A public hearing will be held before the Board of Aldermen for the City of Parkville, Missouri, on September 1, 2015, at 7:00 p.m. in the board room at Parkville City Hall, 8880 Clark Avenue, Parkville, Missouri, 64152 At that time citizens may provide public comments on the following revised property tax rate proposed to be set by the City of Parkville for the 2015 tax year. The following information is provided pursuant to RSMo §67.110:

**ASSESSED VALUATION**

<u>Category</u>	<b>Prior Tax Year</b>	<b>Current Tax</b>
Real Estate	\$165,135,468	\$169,958,035
Personal Property	\$24,218,363	\$27,740,726
Railroad & Utility Local Assessed	\$505,186	\$404,220
Railroad & Utility State Assessed	\$5,694,215	\$5,756,712
	_____	_____
Total Current Valuation	\$195,553,232	\$200,859,693
Amount of property tax revenues budgeted for 2015 (less Platte County collection fees)		\$920,600
	<b>General</b>	<b>General Temp</b>
Current tax rate:	\$0.4784 per \$100	\$0.1759
Proposed tax rate:	\$0.4763 per \$100	\$0.1751
	<b>General</b>	<b>General Temp</b>
Increase in tax revenue due to increase in assessed value due to new construction and improvements, if proposed tax rate is adopted:	\$11,530	\$4,239
Increase in tax revenue as a result of reassessment, if proposed tax rate is adopted:	\$7,484	\$2,752
	0.800%	0.800%

DATE: August 24, 2015

\_\_\_\_\_  
Melissa McChesney, City Clerk

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Tuesday, August 25, 2015

Prepared By:  
Tim Blakeslee  
Assistant to the City Administrator

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve a professional services agreement with the Platte County Citizen for newsletter creation, publishing, and mailing services.

BACKGROUND:

The City of Parkville currently creates, publishes, and mails two (2) city newsletters annually. The city newsletter is mailed to over 2,600 homes and licensed businesses residing in Parkville. The primary goal of the city newsletter is to provide local news and information to city residents and businesses. The city newsletter has traditionally been 12 pages long printed in black and white. The city newsletter is currently cost neutral and is subsidized entirely by advertisements. While the city has made great strides in website publishing and social media, staff has heard from a number of channels that the hard copy newsletter is a service that residents enjoy and read.

Each edition of the newsletter is a 1-2 month project for city staff. The work includes content creation, news compilation, document design, vendor selection, and advertisement sales. While the community newsletters have been positively received, the overall quality of the newsletter is limited because much of the work falls beyond the available time capacity and expertise of city staff. Staff believes that the newsletter can be created both more efficiently and at a higher quality by partnering with a private organization.

As a result, the City issued a Request for Proposals (RFP) seeking qualified firms to provide newsletter services. The city issued the RFP without a predetermined notion as to what a public/private partnership city newsletter should look like. The idea was to encourage a variety of different proposals that address the primary goal of getting city news and information to residents. The City received two proposals from the RFP process. On August 12, 2015, a selection committee comprised of city staff (Tim Blakeslee, Assistant to the City Administrator; Lauren Palmer, City Administrator) and Mayor Nan Johnston reviewed and examined the proposals.

After review, the selection committee initially sought to come to agreement with N2 Publishing. N2 Publishing currently creates and distributes Riss Lake Life. N2 Publishing proposed an attractive 40-50 page, monthly, full color newsletter. However as part of the RFP response, N2 Publishing requested a city subsidy of up to \$8,000 per month to compensate for any shortfalls in advertisement revenue. Staff saw the subsidy issue as a non-starter and encouraged N2 Publishing to provide alternative recommendations to scale such a large publication up over time. N2 Publishing was unable to provide an acceptable alternative. Additionally, as part of N2's proposal, newsletter content would have to be submitted 60 days in advance. This timeframe made the ability to provide timely content for such large monthly publication a staff concern.

Staff met with representatives of The Platte County Citizen (The Citizen) on August 19, 2015, to go over details of their proposal. The Citizen proposed to design and publish the newsletter in-house for the city. The city will continue to supply all publication content, unless otherwise requested, and will retain complete editorial control over the publication. The proposed agreement between the City and The Citizen can be found in Attachment 1. The agreement is

structured for potential for renewals for subsequent newsletters if the city is happy with the quality of the newsletter that is produced for fall 2015.

In regards to design, The Citizen proposed leaving the city newsletter size and length at the status-quo, with options to scale the document to a greater length or to move to a color/partial color publication if advertisement sales can support it. Based on an example publication provided to staff, The Citizen will be able to create a document of excellent quality. The sample publication will be available for review at the meeting on September 1.

As part of the proposed agreement, the newsletter will continue to be supported entirely by advertisements sold by The Citizen. To aid in the transition of newsletter publication, the city will provide The Citizen with the contact information of previous newsletter advertisers and a list of all businesses that hold an active business license with the City. This information is all public record. Additionally, The Citizen will be subject to advertisement guidelines, including giving first priority on advertisements to businesses with a physical presence in the corporate city limits of Parkville.

**BUDGET IMPACT:**

The City budgeted \$4,000 in the General Fund in the 2015 Budget for newsletter services (line item 10.540-09-05-00). Spring newsletter expenditures totaled \$2,507.98 and spring newsletter revenues totaled \$2,550.00. Per the proposed agreement, the newsletter will be supported entirely by advertisements sold by The Citizen. The City will provide no direct compensation for the services provided.

**ALTERNATIVES:**

1. Approve the professional services agreement with The Platte County Citizen for newsletter creation, publishing, and mailing services.
2. Direct city staff to renegotiate the contract to meet the desires of the Board of Aldermen.
3. Do not approve the agreement and provide alternative direction to staff.
4. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen approve the professional services agreement with the Platte County Citizen for newsletter creation, publishing, and mailing services for fall 2015 with the option for renewals for subsequent newsletters.

**POLICY:**

The Board of Aldermen may approve this contract per the purchasing policy (Resolution No. 02-01-13). The City will provide no direct compensation for the services provided however public records will be released to aid in the transition of newsletter publication.

**SUGGESTED MOTION:**

I move to approve the professional services agreement with The Platte County Citizen for newsletter creation, publishing, and mailing services for fall 2015 with the option for renewals for subsequent newsletters.

**ATTACHMENT:**

1. Agreement

## NEWSLETTER CREATION, PUBLISHING, AND MAILING SERVICES PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 1st day of September, 2015 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and Platte County Citizen (“Service Provider”).

WHEREAS, the City requires creation, publishing, and mailing services for a bi-annual citizen newsletter that is mailed to all residences and businesses in Parkville (“Project”); and

WHEREAS, Service Provider was chosen through a qualifications and fee 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 newsletter creation, publishing, and mailing 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 scope of Services described in the Exhibit A – Work Plan, attached hereto and incorporated by reference.
- 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. The newsletter will be supported entirely by advertisements sold by the Service Provider in accordance with Exhibit A. The City will provide no direct compensation for the Services provided.
  - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc.
- B. If Additional Services are applicable, 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, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. 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 in accordance with the schedule outlined in Exhibit A.
- 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 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: Assistant to the City Administrator
  - 8880 Clark Ave.
  - Parkville, MO 64152
  - [tblakeslee@parkvillemo.gov](mailto:tblakeslee@parkvillemo.gov)
- C. Notices sent by the City shall be sent to:
  - Platte County Citizen
  - Attn: Pam Ulitschan

PO BOX 888  
Platte City, MO 64079  
[advertising@plattecountycitizen.com](mailto:advertising@plattecountycitizen.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 begin upon execution of the Agreement and will continue until December 31, 2015 and may be renewed for two additional one year terms upon written notice by the City at least 30 days prior to expiration of the then current term.
- 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 Service Provider, 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 Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. 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 can 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

Platte County Citizen

By: \_\_\_\_\_

Pam Ulitschan  
Advertising and Marketing Manager

## EXHIBIT A: Work Plan

- Create, publish, and mail a high-quality city newsletter. Newsletter shall be mailed out to Parkville residents and licensed businesses in Parkville. In general, the newsletter shall contain current city news, updates from partner organizations (including but not limited to, Main Street Parkville Association, Park University, Parkville Area Chamber of Commerce, Parkville Nature Sanctuary, Friends of Parkville Animal Shelter, and Friends of Parkville Parks), event notices, project updates, photos, and paid advertisements.
  - The first newsletter will be mailed no later than November 20, 2015. The date that newsletters are submitted to the United States Postal Service for delivery is the "Publication Date." If subsequent newsletters are approved subject to Section XI.B of the Agreement, then the City and Service Provider will mutually agree upon the Publication Date of the following newsletter within 60 days of the Publication Date of the prior newsletter.
  - The City will supply all publication content, unless otherwise requested, no later than 30 days before the Publication Date.
  - The City will retain complete editorial control over all publication content.
  - Service Provider will deliver a proof copy of the newsletter to the City for review and approval no later than 15 business days prior the Publication Date. The City must provide any requested changes to the proof copy in writing to the Service Provider no later than 10 days before the Publication Date. The City's failure to respond in a timely manner should not be interpreted as automatic approval of the proof copy. No newsletter shall be sent to final print without express written approval from the City.
  - The publication will carry the City's logo and brand and be clearly identifiable as a product of the City of Parkville
  - The size of the newsletter will be determined by the amount of advertising that is paid. The maximum advertisement to content ratio will be 50 percent ads to 50 percent content. Higher percentage of advertisements to content must be approved by the City.
  - The newsletter will be printed in black and white unless advertisement sales can support a color/partial color publication.
  
- The City will provide the following information to the Service Provider to aid in the transition of newsletter publication from the City to the Service Provider:
  - List and contact information of previous newsletter advertisers.
  - Expenditures and revenues associated with previous newsletters.
  - Mailing list of City of Parkville residents and all licensed Parkville businesses.
  - List and contact information of all businesses that hold an active business license with the City.
  
- Service Provider will be responsible for securing advertisements to support the publication within the following general parameters established by the City:
  - First priority will be given to advertisers with a physical presence in the corporate city limits of Parkville.

- Political advertisements or endorsements are not allowed in any city sponsored publication under any circumstances.
- In order to avoid the appearance of impropriety, the City reserves the right to reject advertisements from any business with a pending development application before the City of Parkville such as a request for rezoning or economic development incentives.
- Advertisements must be clearly represented as such. The City reserves the right to require the addition of “paid advertisement” or similar language to any advertisement that resembles city content. The City may not endorse any particular product or business through publication content.
- The City reserves the right to reject any advertisements that meet any one or more of these criteria: includes false, misleading or deceptive content; advertisement for a Parkville business that does not have a valid business license or is not current on any applicable taxes, licenses, or fees; relates to an illegal activity; contains or advertises explicit sexual material, obscene material, or material harmful to minors; includes language that is obscene, vulgar, or profane; depicts violence or anti-social behavior; projects an image or message that is inconsistent with the mission and reputation of the City.