



Notes: At 5:30 p.m., a work session will be held regarding a proposal for a new development fee structure for Public Works-related items.

During the meeting, an executive session will be held to discuss attorney-client matters pursuant to RSMo 610.021(1) and real estate matters pursuant to RSMo 610.021(2).

BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, September 6, 2016 7:00 pm
City Hall Boardroom

Next numbers: Bill No. 2884 / Ord. No. 2854

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. CITIZEN INPUT

3. MAYOR'S REPORT

- A. Paint Parkville 2016 Purchase Award Presentation

4. CONSENT AGENDA

- A. Approve the minutes for the August 16, 2016, regular meeting
- B. Receive and file the July sewer report
- C. Approve the Semi-Annual Financial Report for the first half of 2016 and direct City Administration to publish
- D. Approve the selection of Nationwide Payment Solutions/Municipay to provide credit and debit card processing for City Hall and the Municipal Court and approve Resolution No. 16-016 revising the credit card convenience fees in the Schedule of Fees
- E. Approve Resolution No. 16-017 amending Article D-12 of the Parkville Personnel Manual to correct contradictory language as to the payment of part-time personnel
- F. Declare the 1997 Jeep Cherokee as surplus equipment and auction it through KCI Auto Auction
- G. Approve memorandums of agreement with Park University to conduct annual supervised deer hunt and permit hunt
- H. Approve a construction agreement with Twin Traffic Marking Corp. for the 2016 Pavement Marking Program
- I. Approve a professional services agreement with TekCollect for a pilot project to collect delinquent account balances owed by sewer customers
- J. Approve accounts payable from _____ to _____, 2016

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

5. ACTION AGENDA

- A. Approve or reject the slate of nominations for the Parkville Old Towne Market Community Improvement District through June 2020 (Administration)
- B. Approve construction agreements with GS Structural for carpentry work and Tnemec flooring installation and Full Nelson Plumbing, Inc. for plumbing work for the English Landing Park Restroom rehabilitation project (Public Works)
- C. Approve the first reading of an ordinance to amend Parkville Municipal Code Chapter 471 regarding regulations governing the installation and operation of telecommunication antennas and towers – Case No. PZ16-12; City of Parkville, applicant (Community Development)
- D. Adopt an ordinance extending the city limits to include approximately 0.7646 acres generally located at 10530 Highway FF and approximately 0.3255 acres of parcel No. 20-8.0-34-000-006.001 – Case No. PZ16-02E; Missouri American Water Company, applicant (Community Development)
- E. Adopt an ordinance to approve a conditional use permit to construct and operate a drinking water treatment plant at 10550 NW FF Highway on three parcels containing approximately 11.10 acres located approximately one mile west of Main Street on NW FF Hwy and abutting NW FF Hwy, zoned “R-2” Single-Family Residential District – Case No. PZ16-02A; Missouri American Water Company, applicant (Community Development)

6. STAFF UPDATES ON ACTIVITIES

- A. Administration
 - 1. Friends of Parkville Parks Funding Proposal for Temporary Fields
- B. Police Department
 - 1. Red Friday, September 9, 2016
- C. Public Works
 - 1. Route 45, Phase C Project Schedule

7. COMMITTEE REPORTS & MISCELLANEOUS ITEMS FROM THE BOARD

8. EXECUTIVE SESSION

- A. Attorney-client matters pursuant to RSMo 610.021(1) and real estate matters pursuant to RSMo 610.021(2)

9. ADJOURN

General Agenda Notes:

The agenda closed at noon on September 1, 2016. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next Board meeting agenda. Emergencies and urgent matters may be placed on an amended agenda only upon vote of the Board of Aldermen. The deadline to submit your name for Citizen Input is noon on September 6, 2016.

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Tuesday, August 16, 2016, at City Hall located at 8880 Clark Avenue, Parkville, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Diane Driver	- absent with prior notice
Ward 1 Alderman Tina Welch	- present
Ward 2 Alderman Jim Werner	- present
Ward 2 Alderman Dave Rittman	- absent with prior notice
Ward 3 Alderman Robert Lock	- present
Ward 3 Alderman Douglas Wylie	- present
Ward 4 Alderman Marc Sportsman	- present
Ward 4 Alderman Greg Plumb	- present

A quorum of the Board of Aldermen was present.

The following staff was also present:

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

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

2. CITIZEN INPUT

3. MAYOR'S REPORT

Mayor Johnston commented that the City's elected officials and staff were aware of the power outage issues in Riss Lake and staff was working with Kansas City Power & Light to find a solution. She noted that a work session was scheduled on September 20 at 5:30 p.m.

4. CONSENT AGENDA

- A. Approve the minutes for the August 2, 2016, regular meeting
- B. Approve the minutes for the August 2, 2016, work session
- C. Receive and file the July Municipal Court Report
- D. Receive and file the financial report for the month ending July 31, 2016
- E. Receive and file the crime statistics for January through June 2016
- F. Approve Resolution No. 16-013 to adopt the Records Retention Policy
- G. Authorize the transfer of funds from the Emergency Reserve Fund to the Brink Meyer Debt Service Fund sufficient to cover the payment of bond interest and fees due on September 1, 2016
- H. Approve an agreement with First Student, Inc. for parking and shuttle service
- I. Approve Resolution No. 16-014 to reaffirm the ethics and disclosure of conflicts of interest Ordinance No. 2773, codified as Chapter 107 of the Parkville Municipal Code
- J. Approve a construction agreement with Foley Company for the clarifier floor replacement at the Wastewater Treatment Facility
- K. Approve a collection and treatment service agreement with Platte county Regional Sewer District for sewer service to West Park Lot 5, located at 10350 NW Hwy FF
- L. Approve the purchase of a new 2017 Ford Focus SE sedan from Joe Machens Ford to be used as a Community Development Department and citywide vehicle

- M. Approve Resolution No. 16-015 adopting revisions to the insurance provisions in the guidelines for events in Parkville
- N. Approve accounts payable from July 29 to August 12, 2016

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

5. ACTION AGENDA

A. Hold a public hearing and adopt an ordinance approving the 2016 Property Tax Levy for fiscal year 2017

Mayor Johnston opened the public hearing.

Finance/Human Resources Director Matthew Chapman provided an overview of the impact on a residential homeowner; attached as Exhibit A. He noted that an increase in the valuation would increase the amount of taxes owed.

Mayor Johnston opened the floor to public comments and hearing none, closed the hearing.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN WERNER TO APPROVE BILL NO. 2883, **AN ORDINANCE SETTING THE 2016 GENERAL TAX LEVY AT \$0.4701 PER \$100.00 OF ASSESSED VALUATION AND THE GENERAL DEBT LEVY AT \$0.1777 PER \$100.00 OF ASSESSED VALUATION,** ON FIRST READING. ALL AYES; MOTION PASSED 6-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN WERNER TO APPROVE BILL NO. 2883 ON SECOND READING BY TITLE ONLY TO BECOME ORDINANCE NO. 2853. ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, WELCH, LOCK AND SPORTSMAN. MOTION PASSED 6-0.

B. Accept the 2016 City of Parkville Strategic Planning Workshop Summary Report

City Administrator Lauren Palmer stated that the 2016 strategic planning workshop affirmed the critical success factors outlined in the 2015 report and helped to establish long- and short-term priorities and direct staff on which priorities to focus on for the 2017 budget.

Mayor Johnston requested that the Board consider a change to the 2017 priorities by adding general broadband services to the long-term priority list.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN WERNER TO **ACCEPT THE 2016 CITY OF PARKVILLE STRATEGIC PLANNING WORKSHOP SUMMARY REPORT ADDING IN THE LONG-TERM PRIORITY OF ALTERNATIVES FOR BROADBAND HIGH SPEED INTERNET ACCESS.** ALL AYES; MOTION PASSED 6-0.

C. Authorize staff to submit two applications for a Traffic Engineering Assistance Program Grant to the Missouri Department of Transportation

Public Works Director Alysén Abel said that grant funding was available to small municipalities that did not have funds available or staff resources in traffic engineering to perform traffic safety studies. Staff identified two areas with traffic safety issues that included Lewis Street south of Highway 45 and South National Drive at Crooked Road. The Lewis Street area was studied by Affinis Corporation in 2015 and a consultant completed data collection, traffic analysis and conceptual drawings and provided three options for reconstruction. A grant application was submitted in 2015 but funds were not approved. The South National Drive at Crooked Road area was evaluated in 2013 for a potential four-way stop. TranSystems determined that a four-way

stop was not warranted in the area and staff committed to re-evaluating the area after more development occurred. For the 2016 application, staff recommended expanding the study area to include the three-way intersection to the north because future development included expanding the cul-de-sac to the east of the intersection. Staff also recommended using the same consultants for both areas that were used in the prior studies.

The grant funds would be covered 80 percent by the Missouri Department of Transportation and the City would be responsible for the remaining 20 percent, or approximately \$2,000. Abel added that the first priority would be Lewis Street and the second priority would be South National Drive. The Board recommended that in the interim staff place a no U-turn sign at the median on Lewis Street.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN WERNER TO AUTHORIZE STAFF TO PREPARE AND SUBMIT THE TWO APPLICATIONS FOR THE TEAP GRANT APPLICATION TO MODOT FOR THE LEWIS STREET TRAFFIC STUDY AND THE SOUTH NATIONAL DRIVE TRAFFIC STUDY. ALL AYES; MOTION PASSED 6-0.

D. Approve a cooperative agreement with Platte County for the roadway improvements to N. Crooked Road and NW 76th Street

Public Works Director Alysen Abel stated that the Platte County Public Works Department completed construction of the bridge improvements on Crooked Road and planned to resurface the road from the city limits to the bridge. The County reached out to City staff and requested that they be able to piggyback on the City's contract and use the unit prices to contract with the vendor directly. Abel explained that City and County staff came up with a plan to trade areas – the City and County also maintained portions of Northwest 76th Street – and the City would continue to resurface Crooked Road north of Highway 45 past the city limits to the bridge in exchange for the County to improve the City's portion of 76th Street and continue to the west past the second driveway into the city limits. Abel noted that the length of the roads was different but the character and overall costs were similar. The estimated cost for the County's portion of Crooked Road was approximately \$6,000 and there was capacity in the contract with Tandem Paving to cover the additional cost. The idea was presented to the Platte County Board of Commissioners and they were in favor of the arrangement.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN WERNER TO AUTHORIZE STAFF TO FINALIZE THE COOPERATIVE AGREEMENT WITH PLATTE COUNTY FOR THE ROADWAY IMPROVEMENTS TO N. CROOKED ROAD AND NW 76TH STREET, AS OUTLINED BY STAFF. ALL AYES; MOTION PASSED 6-0.

6. STAFF UPDATES ON ACTIVITIES

A. Administration

1. Parks Master Plan

Assistant to the City Administrator Tim Blakeslee provided an update on the Parks Master Plan update, noting that the public input stage was completed and the steering committee and consultants were reviewing the information to merge the proposed concepts into one concept for the parks. The study was anticipated to be completed in the fall.

2. Parkville Days

City Clerk Melissa McChesney reminded the Board that a reception to vote on the City's Paint Parkville 2016 purchase award was scheduled for August 18 and the winner would be presented at Parkville Days on August 19. She also noted that the name unveiling for the eagle carving in English Landing Park was scheduled for August 21 during Parkville Days.

B. Community Development

1. Missouri American Water Plant Relocation

Community Development Director Stephen Lachky provided an update on the Missouri American Water plant relocation, noting that a public hearing was scheduled in June and City staff received a revised site plan that was presented to the Planning and Zoning Commission on August 9. Three changes were reviewed and recommended for approval by the Commission for Board approval at the September 6 meeting. Lachky added that a public hearing regarding the annexation petition was anticipated for review by the Board on September 6.

7. COMMITTEE REPORTS AND MISCELLANEOUS ITEMS FROM THE BOARD

Alderman Greg Plumb noted that he attended the Army Corps of Engineers barge tour on the Missouri River earlier in the day.

8. EXECUTIVE SESSION

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

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN WERNER TO **ENTER INTO EXECUTIVE SESSION TO DISCUSS ATTORNEY-CLIENT MATTERS PURSUANT TO RSMO 610.021(1)**. ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, WELCH, LOCK AND SPORTSMAN. MOTION PASSED 6-0.

The Board entered the executive session at 7:52 p.m. At 10:02 p.m., the Board reconvened in open session.

Clerks Note: The minutes from the executive session are on file with the City Clerk.

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

9. ADJOURN

Mayor Johnston declared the meeting adjourned at 10:02 p.m.

The minutes for Tuesday, August 16, 2016, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the sixth day of September 2016.

Submitted by:

City Clerk Melissa McChesney

OPERATIONS REPORT – PARKVILLE DIVISION

July 2016

OPERATING DIVISIONS

MISSOURI

Atchison County
Wholesale Water
Commission

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

Elsberry
Fayette

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

Henry County #3
Lake Ozark/
Osage Beach

Lincoln County #1
Neosho
Nevada
Parkville

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

St. Charles County #2
Ste. Genevieve
Sedalia
Versailles

IOWA
Maquoketa

TENNESSEE
Dyersburg Welcome
Center

Waste Water Treatment Plant Operations

- 5.55" of precipitation fell during the month.
- The plant performed well this month with 98.9% removal efficiency for B.O.D. and 97.7% for TSS.
- An average of 496,194 gallons of wastewater was treated each day.

Waste Water Laboratory Analysis

- Staff performed 404 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: Oil & Grease (4), NH₃-N (4).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturers' guidelines.

Waste Water Treatment Plant Maintenance

- Staff cleaned east and west clarifiers.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine preventative maintenance was done in accordance with all manufacturer recommendations.
- Staff replaced fuel meter and hose on the storage diesel tank in the back of city truck.
- Staff pulled mixer from the aeration basin #2, to clean rag build up. During this process the crane cable connected to the mixer broke, which caused the mixer to fall to the bottom of the basin floor. Staff drained the basin to its lowest possible level (3 feet). It was also discovered after draining the basin that the guide rail bracket, which is located halfway down the basin wall, had become detached. The anchors which support the bracket were pulled away from the basin wall. Staff was able to retrieve mixer from the basin. H&H was called to pump out the basin so the motor could be retrieved and repairs to the bracket could be done. Mid-America Pump was notified and they responded to drill new holes and set new anchors on the mixer guide railing. Mid-America Pump took the mixer back to their shop for inspection. The cable was a galvanized cable and it rusted into so staff has ordered a new stainless steel cable. The Basin was returned to service once the repairs were made.
- Genesis Construction Services completed the framing of the walls and setting the roof trusses for storage building. They started installing the metal siding and installing the track for the sliding doors.
- Staff cleaned the UV bulbs and channel.

OPERATIONS REPORT – PARKVILLE DIVISION

- Staff had trouble with the automatic air valve to aeration basin #2. FTC was called to troubleshoot the problem, it was determined that the solenoid had failed and needed to be replaced. The solenoid was ordered, FTC installed and it is back in service.

Collection System Operations

- Robin 4000 odor control chemical continues to be fed from the Riss Lake site at approximately 25 gallons per day.
- Staff continues to monitor for H₂S at manhole B-16 on a weekly basis.
- Staff continues to monitor pressure gauge on force main at River Chase subdivision three times per week. H&H cleaned force main.
- Staff performed 3 sewer inspections in Cider Mill Ridge subdivision.
- Staff responded to 2 emergency line locate for Mo One Call.
- A power failure occurred at Pinecrest PS, due to storms. H&H was called to pump down the wet well to prevent an SSO event, until power was restored.

Collection System Maintenance

- Each pump station was checked on every Monday, Wednesday, and Friday.
- Staff reported a **Sanitary Sewer Overflow** at 5500 Sleepy Hollow in Riss Lake subdivision. In an air valve pit manhole, an air relief valve had broken at the saddle of a 3" force line. H&H Septic made the repair. An estimated 2,000 gallons of sewage was leaked from the main. The SSO event was reported to the City and DNR in accordance with State procedures.

Bio-solids

- Staff did not apply sludge during the month.

Safety

- 7/13/16: Excavation Safety.

Recommendations

- Nothing at this time.

OPERATIONS REPORT – PARKVILLE DIVISION

Loading

Hydraulic	496,194 gallons per day
Organic	387 mg/L of BOD ₅ per day

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.6 Min. and 7.1 Max	6.5 - 9.0
TSS	3.50 mg/L	30 mg/L
BOD ₅	2 mg/L	25 mg/L
NH ₃ -N	0.28 mg/L	1.7 mg/L
O & G	5.25 mg/L	10.0 mg/L
Fecal Coliform	18.05 #/100mL	400 #/100mL

Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	98.9%	85 %
Solids	97.7 %	85 %

Biosolids

	Report Period	Year to Date
Quantity Applied	14.0 dry tons	20.6 dry tons
Acres Applied	10 acres	20 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	6.5	22.5	0.4	4740	620	6.5	22.5	4.9	4260	500		PC
2	6.4	22.5	0.3	4730	590	6.4	22.4	2.8	4570	480		R
3	6.6	22.0	0.2	4580	530	6.6	22.0	2.1	4370	460		R
4	6.7	21.9	0.3	4970	730	6.7	21.9	4.0	4820	500		O
5	6.7	22.2	0.6	5010	750	6.7	22.1	4.6	4780	600		C
6	6.7	22.3	0.4	4880	720	6.7	22.2	5.2	4710	570		R
7	6.8	22.4	0.8	4610	640	6.7	22.4	2.1	4600	580		R
8	6.5	22.2	0.6	4840	600	6.5	22.1	4.5	4690	470		PC
9	6.5	22.1	0.4	4760	620	6.5	22.3	3.4	4670	480		PC
10	6.5	23.4	0.8	4830	610	6.6	22.7	4.2	4690	530		C
11	6.5	23.0	0.3	4830	600	6.6	22.3	5.4	5150	530		C
12	6.6	22.5	0.3	4400	550	6.6	22.4	5.8	4590	570		R
13	6.6	22.5	0.5	4880	600	6.6	22.3	4.9	5040	530		PC
14	6.6	22.2	0.3	4770	760	6.7	22.2	6.1	4680	590		O
15	6.6	22.2	0.4	4660	550	6.6	22.3	4.8	4870	570		C
16	6.6	22.0	0.5	4850	630	6.6	22.1	4.5	4930	590		C
17	6.6	22.7	0.6	4770	620	6.6	22.8	5.5	4950	730		PC
18	6.7	22.6	0.3	5020	520	6.7	22.5	5.5	4970	730		PC
19	6.7	22.5	0.4	6140	740	6.7	22.7	8.6	6250	1000		PC
20	6.7	22.7	0.4	6680	810	6.7	22.6	8.4	6440	1000		C
21	6.7	23.5	1.4	6510	750	6.7	23.2	8.2	6390	770		C
22	6.6	23.4	1.6	6090	740	6.6	23.0	8.0	5920	780		PC
23	6.6	24.1	1.4	4730	550	6.6	24.2	1.8	4830	650		PC
24	6.5	24.3	1.5	4320	520	6.6	23.8	3.1	4480	630		PC
25	6.4	24.0	1.5	4260	530	6.4	23.7	3.5	4440	580		O
26	6.4	23.5	1.3	4230	650	6.4	23.8	4.4	4270	600		C
27	6.3	23.5	1.4	4750	620	6.3	23.4	4.2	4420	530		PC
28	6.5	24.1	1.2	4240	670	6.5	24.1	3.8	4340	580		O
29	6.4	24.3	1.2	4040	730	6.4	24.1	4.1	4350	660		PC
30	6.5	24.5	1.6	4080	700	6.4	24.3	4.4	4190	640		C
31	6.5	24.3	1.4	5840	690	6.4	24.2	4.2	4550	640		R

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: Michael Taylor <i>Michael Taylor</i>	Title: Operator 1	Phone #: 816-891-0003	Date: 8-16-16
Report Approved by: C. Richard Wilson <i>C. Richard Wilson</i>	Title: Local Manager	Phone #: 816-891-0003	Date: 8-16-16

CITY OF PARKVILLE

Policy Report

Date: Tuesday, August 30, 2016

Prepared By:

Matthew Chapman
Finance/Human Resources Director

Reviewed By:

Steve Berg
City Treasurer

ISSUE:

Approve the Semi-Annual Financial Report for the first half of 2016 and direct City Administration to publish.

BACKGROUND:

Both state statute and city ordinance require the City Treasurer to produce a semi-annual financial report that summarizes revenues and expenses for a six-month period. The last report was produced in February for the second half of 2015. The semi-annual report for the first half of 2016 is ready for review and publication in a local newspaper as required by law. To reduce publication costs, an abbreviated version of the report will be published in the newspaper, but it will direct readers to the City's website for additional information. The City Treasurer has prepared an expanded version of the report for the website that includes additional information.

BUDGET IMPACT:

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

ALTERNATIVES:

1. Approve the Semi-Annual Financial Report for the first half of 2016 and direct City Administration to publish.
2. Do not approve the report and provide further direction to staff.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

On August 29, 2016, by a vote of 4-0, the Finance Committee recommended that the Board of Aldermen approve the Semi-Annual Financial Report for the first half of 2016 and direct City Administration to publish.

STAFF RECOMMENDATION:

Approve the Semi-Annual Financial Report for the first half of 2016 and direct City Administration to publish.

POLICY:

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

SUGGESTED MOTION:

I move to approve the Semi-Annual Financial Report for the first half of 2016 and direct City Administration to publish.

ATTACHMENTS:

1. Semi-Annual Report – 1st Half of 2016 (publication version)
 2. Semi-Annual Report – 1st Half of 2016 (full version)
-

City of Parkville, Missouri

Semi-Annual Report

January 1 through June 30, 2016

General Fund

Revenue	2,531,366
Expenditures	1,931,262
Revenue, net of Expenditures	<u>600,103</u>

Enterprise Fund-Sewer Utility

Revenue	507,456
Expenditures	595,884
Revenue, net of Expenditures	<u>(88,428)</u>

Debt Service Funds

Revenue	991,906
Expenditures	470,563
Revenue, net of Expenditures	<u>521,343</u>

Special Revenue Funds

Revenue	844,565
Expenditures	807,243
Revenue, net of Expenditures	<u>37,322</u>

Debt of City of Parkville, June 30, 2016

Certificates of Participation	3,383,722
Sewer Utility	1,310,000
Neighborhood Improvement Districts (NIDs)	10,250,000
Total Debt	<u>14,943,722</u>

For additional information, visit www.parkvillemo.gov

City of Parkville, Missouri
Semi-Annual Report
January 1 through June 30, 2016

General Fund

Revenue

Taxes	1,135,364
Licenses	48,775
Permits	107,455
Franchise Fees	364,281
Sales Taxes	541,635
Other Revenue	22,849
Court Revenue	106,073
Interest Income	4,380
Grants and Miscellaneous Revenue	28,790
Transfers In	171,765

Total Revenue	<u>2,531,366</u>
---------------	------------------

Expenditures

Administration	502,146
Police Department	517,872
Municipal Court	69,414
Public Works	82,624
Community Development	119,795
Street Department	191,527
Parks Department	152,255
Nature Sanctuary	9,801
Channel 2/Website	2,950
Transfers Out	158,750
Information Technology	27,688
Capital Outlay	96,441

Total Expenditures	<u>1,931,262</u>
--------------------	------------------

Funds Carried Forward for current year	<u>1,347,819</u>
--	------------------

Revenue & Carryover, net of Expenditures	<u><u>1,947,922</u></u>
--	-------------------------

Enterprise Fund - Sewer Utility

Revenue	507,456
Expenditures	595,884
Funds Carried Forward for current year	-
Revenue & Carryover, net of Expenditures	<u><u>(88,428)</u></u>

Debt Service Funds

Revenue	991,906
Expenditures	470,563
Revenue, net of Expenditures	<u><u>521,343</u></u>

Reserved and Restricted Funds

Revenue	844,565
Expenditures	807,243
Revenue, net of Expenditures	<u><u>37,322</u></u>

Debt of the City of Parkville, June 30, 2016

Certificates of Participation		3,383,722
Sewer Utility		1,310,000
Neighborhood Improvement Districts (NIDs)	¹	<u>10,250,000</u>
Total Debt		<u><u>14,943,722</u></u>

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

Submitted by Stephen D. Berg, Treasurer

CITY OF PARKVILLE Policy Report

Date: Tuesday, August 30, 2016

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Request for approval to select Nationwide Payment Solutions/Municipay to provide credit and debit card processing for City Hall and the Parkville Municipal Court and approve a resolution to revise the credit card convenience fees in the Schedule of Fees.

BACKGROUND:

Prior to 2014, the City Hall front desk could only accept cash, check, or Automated Clearing House (ACH) payments from a customer's bank. For customer convenience, city staff has sought an option to be able to accept payments for sewer bills, business licenses, and other charges at City Hall with a credit or debit card. In April 2014, staff recommended contracting with TSYS Merchant Solutions (TSYS) to provide credit and debit card processing for various transactions at City Hall. To accept credit cards, the city pays account fees and processing fees charged by TSYS. Processing fees depend on the type of card used. Regular credit cards, business credit cards, reward credit cards, and debit cards all have different fee structures.

The city has three separate accounts with TSYS (sewer, administration, court).

- For the administration account, the city charges a convenience fee to help cover the cost of the account fees and processing fees. In 2015, the city paid \$1,511.74 in credit card fees and collected \$1,312.50 in convenience fee charges related administration.
- For the sewer account, the city opted not to charge a convenience fee and rather to absorb account fees and processing fees as a business expense since this is an enterprise fund. In 2015, the city paid \$2,732.00 in account fees and processing fees related to sewer payments.
- For the court account, the city cannot charge a convenience fee. In 2015, the city paid \$1,414.07 in account fees and processing fees related to court.

At time the city selected TSYS, the effective rate of their fees (all fees divided by total volume) was around 3%. Since that time, processing fees and account fees from TSYS have steadily increased. Currently, the administration effective rate is 4.49%, the sewer effective rate is 3.18%, and the court effective rate is 5.49%.

As a result, city staff recommends switching providers to Nationwide Payment Solutions/Municipay (Municipay) to provide credit and debit card processing for City Hall and the Parkville Municipal Court. Benefits of Municipay in comparison to TSYS are:

- Lower effective rates:
 - Administration account: No cost to the city, \$3.00 or 2.45% per transaction passed along directly to customer. Detailed in the convenience fee model section below.
 - Sewer effective rate is approximately 2.32%.
 - Court effective rate is approximately 1.78%.
- Easy to manage online payment gateway:

ITEM 4D
For 08-29-16
Board of Aldermen Meeting

- All credit card payments are made via an online gateway (whether the payment is made at city hall or from another location). The current online gateway for credit cards payments is difficult for city staff to manage. Changing the various credit card payment pages takes web coding experience. The Municipay online gateway is provides a customized drag and drop solution for city staff. Municipay also offers 24/7 support as needed.
- Removes burden of Payment Card Industry Data Security Standard (PCI-DSS) security reporting:
 - Currently, city staff must complete the annual PCI-DSS security reporting for all of the TSYS credit card accounts. This process is an involved reporting procedure that must be done once a year. This is difficult for staff because of the limited experience and the technical nature of the questions asked. Municipay will complete this security report on behalf of the city.
- Simplified Convenience Fee Model for Administration Fees:
 - Currently, a convenience fee is charged to administration transactions at tiered levels to cover account fees and processing fees (Attachment 1). Currently, all purchases up to \$200 have a \$2.50 convenience fee. For purchases over \$200 the percent generally ranges from 2.5% to 3.75% depending on the sale amount within the tier. This model is both inconvenient for staff to administer and difficult to explain to the customer. Additionally, it has not been totally effective at covering all account fees and processing fees (87% in 2015).
 - The Municipay model is a 2.45% or \$3.00 (whichever is greater) convenience fee per transaction with no account fees charged to the city. Most importantly, the city does not collect the convenience fee. The convenience fee is directly remitted to Municipay during the transaction process. As a result, there is no risk that the city will not cover the entirety of the processing fees associated with administrative sales via credit card. Note: A customer would need to make a payment of approximately \$125.00 or greater to go into the 2.45% range instead of paying the flat \$3.00 fee.
 - The current convenience fees are set forth in the Schedule of Fees adopted by the Board of Aldermen by resolution as authorized by Section 800.010 of the Municipal Code. If the recommendation is made to switch to Municipay, a resolution will be needed to update the Schedule of Fees (Attachments 2 and 3).
 - If the recommendation made to stay with TSYS, staff would recommend increasing the minimum credit card convenience fee to \$3.00 for all purchases up to \$200. This will help cover the uncovered cost of the account fees and processing fees.
- Customer support and EMV Chip Cards (Cards inserted into machine):

In the last year, customer support with TSYS has become problematic. TSYS has been virtually unresponsive to staff requests and questions regarding EMV chip cards. The law currently states that if a company offers an EMV chip card reader, the organization accepting the cards can be held liable for fraudulent charges if they choose not to use them. Staff knows TSYS has the readers, but has only been able to acquire one for the Municipal Court. Municipay does not yet have the EMV chip card readers and only uses card swipers. Therefore until Municipay switches to the card readers, the city would not be liable for a fraudulently swiped chip card.

Previously, staff also evaluated Transparent Payment Systems (TPS) as a card processing alternative. TPS delivers processing rates that are competitive, have a high standard for card security, and provide an online payment option. Regrettably, TPS remains unwilling to provide alternative options for convenience fee. Other options previously explored by city staff included

credit card processing through Incode (the city's accounting software) and Summit (the city's sewer billing software). While these options integrate well with city software, they are primarily designed for specific high volume users and are more expensive per transaction as compared to other methods. The cost of the Incode software is an upfront fee of \$800, a licensing fee of \$1200 per year, and currently only allows for Municipal Court payments. The cost of the Summit Software is an upfront fee of \$2670, a licensing fee of \$500 per year, and only allows for online sewer payments. Additionally, the online Summit software still requires the city to use a separate processing agent (like TSYS or TPS) to process the transactions.

BUDGET IMPACT

Municipay offers 100% coverage of processing fees for the administration account at no cost to the city. Based on a three month cost comparison, there will be approximately 67.47% percent savings in court credit card fees with using Municipay over TSYS based on average volume and effective rate. This is an approximate yearly savings of \$1,254.78. Based on the same three month cost comparison, there will be approximately 26.96% percent savings in sewer credit card fees using Municipay over TSYS based on average volume and effective rate. This is an approximate yearly savings of \$970.16. For the sewer and court, there will be an initial investment of \$85 for a card swiper, an \$89 annual account fee (\$69 account fee, \$20 Annual PCI Compliance Support Fee), and a \$10 monthly account charge.

ALTERNATIVES

1. Select Nationwide Payment Solutions/Municipay to provide credit and debit card processing for City Hall and the Parkville Municipal Court and approve Resolution No. 16-016 revising credit card convenience fees in the Schedule of Fees.
2. Direct city staff to remain with TSYS Merchant Solutions as the credit card provider at City Hall.
3. Select another vendor as the city's credit card processor.
4. Take other action to meet the desires of the Finance Committee.
5. Postpone the item.

STAFF RECOMMENDATION

Staff recommends that the Board of Alderman approve the selection of Nationwide Payment Solutions/Municipay to provide credit and debit card processing for City Hall and the Parkville Municipal Court and approve Resolution No. 16-016 revising credit card convenience fees in the Schedule of Fees.

FINANCE COMMITTEE RECOMMENDATION:

On August 29, 2016, by a vote of 4-0, the Finance Committee recommended that the Board of Aldermen approve the selection of Nationwide Payment Solutions/Municipay to provide credit and debit card processing for City Hall and the Parkville Municipal Court and approve a resolution revising credit card convenience fees in the Schedule of Fees.

POLICY

The Purchasing Policy (Resolution No. 02-01-13) requires a minimum of three quotes or proposals for most purchases.

SUGGESTED MOTION

I move to approve the selection of Nationwide Payment Solutions/Municipay to provide credit and debit card processing for City Hall and the Parkville Municipal Court and approve Resolution No. 16-016 revising credit card convenience fees in the Schedule of Fees.

ATTACHMENTS:

1. Current Convenience Fee Tiered Structure
2. Resolution No. 16-016
3. Revised Schedule of Fees
4. Application Documents with Nationwide Payment Solutions/Municipay (by reference; full application on file in City Clerk's Office)

Convenience fee on debit/credit purchases

Under \$200.....	\$2.50
\$200-\$400.....	\$10
\$400-\$1,000.....	\$25
\$1,000-\$2,000.....	\$50
\$2,000-\$3,000.....	\$75
\$3,000-\$4,000.....	\$100
\$4,000-\$5,000.....	\$125
\$5,000-\$6,000.....	\$150
\$6,000-\$7,000.....	\$175
\$7,000-\$8,000.....	\$200
\$8,000-\$9,000.....	\$225
\$9,000-\$10,000.....	\$250



**CITY OF PARKVILLE, MO.
RESOLUTION No. 16-016**

A RESOLUTION AMENDING THE SCHEDULE OF FEES TO REVISE THE CREDIT AND DEBIT CARD CONVENIENCE FEE TO \$3 OR 2.45% FOR EACH PURCHASE (WHICHEVER IS GREATER), EXCLUDING SEWER AND MUNICIPAL COURT

WHEREAS, the City is authorized to assess and collect various fees and charges written into the Parkville Municipal Code, contained in uncodified ordinances, or passed by resolution; and

WHEREAS, the City finds that it is in the best interests of the City to consolidate the various fees and charges into a uniform Schedule of Fees that can be kept up to date as fees change by replacing entries as they are repealed or amended by resolution instead of amending the Parkville Municipal Code; and,

WHEREAS, the City approved an agreement with Nationwide Payment Solutions/Municipay for credit and debit card processing services on September 6, 2016; and,

WHEREAS, Nationwide Payment Solutions/Municipay charges \$3.00 or 2.45 percent for each purchase (whichever is greater) for credit card processing services; and,

WHEREAS, the fee will not be charged for sewer and Municipal Court charges.

NOW THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby amends the Schedule of Fees, attached as Exhibit A, to include a revised convenience fee on debit and credit card purchases.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 6th day of September 2016.

Mayor Nanette K. Johnston

ATTEST:

City Clerk Melissa McChesney



City of Parkville
REVISED Schedule of Fees

The schedule of fees consolidates all City fees and charges, adopted by resolution and ordinance, for the various services the City provides.

City Parks and Events

Municipal Code Chapter 140

Special Events

Application (non-refundable, applies toward event fee).....	\$25
Public Park Event (per day).....	\$300
Parade Event (4 th of July and Parkville Days exempt).....	At cost
Public Property Event (per day).....	\$50
Private Property Event (per day).....	\$25
Event Support (City park or police employees, per hour).....	\$30

Shelter Reservations

Non-Peak Day (per 3 hours)

Residents.....	\$25
Non-Residents.....	\$35

Peak Day (per 3 hours)

Residents.....	\$50
Non-Residents.....	\$60

Maxine McKeon Stage (per day)

Residents.....	\$100
Non-Residents.....	\$125

English Landing River Stage (per day)

Residents.....	\$100
Non-residents.....	\$125

Baseball/Soccer Fields (per hour per field).....	\$20
Volleyball (per hour per court).....	\$20
Basketball Courts.....	No fee
Electrical Pedestal (per side)/Water Hookup.....	\$10
Distribution Panel.....	\$25

Municipal Court

Municipal Code Chapter 145

All cases (each case).....	\$12
Police Training Fund (each case).....	\$2
Other costs (issuance of warrant, commitment or summons, as provided before Associate Circuit Judge in criminal prosecutions).....	Actual cost
Assessed against City for defendant's apprehension or confinement in any prison facility.....	Actual cost
Mileage to serve warrant or commitment or Order of the Court (each mile and fraction thereof officer must travel both directions).....	Same as to Sheriff
Crime Victims Compensation Fund (RSMo 595.045.3).....	\$7.50
(Paid monthly to Missouri Department of Revenue, Tax Division)	
Sheriff's Retirement Fund Surcharge (RSMo 488.010-488.020).....	\$3
(Every case disposed of by a plea of guilty or a finding of guilty)	

Peace Officer Standards & Training Commission Fund.....	\$1
(Used statewide for training of peace officers; deposited with Treasurer of the State)	
Alcohol or drug-related traffic offenses	
Minimum upon guilty plea or finding of guilty for traffic offense associated with arrest of defendant (RSMo 577.048).....	\$100.50
Independent Living Center Fund (RSMo 178.653 and 561.035).....	\$5
Convicted or pleads guilty to intoxication-related traffic offense (RSMo 577.023) where judge in case was an attorney and defendant was represented by or waived right to attorney in writing; or drug-related offense (RSMo 195)	
Spinal Cord Injury Fund.....	\$25
(Paid to Missouri Department of Revenue)	
Optional cost for services, determined by court (RSMo 57.280-57.300).....	Varies
Synergy Services (RSMo 479.261).....	\$4

Police Department

Municipal Code Chapter 200

Fingerprints (per card).....	\$15
------------------------------	------

Animal Regulations

Municipal Code Chapter 210

Dog License

Spayed/neutered.....	\$10
Not spayed/neutered.....	\$15
Duplicate Dog Tag.....	\$1
Late penalty.....	50% of fee

Impoundment of Licensed Dogs

First Offense.....	\$15
Second Offense.....	\$25
Third Offense.....	\$50
Subsequent Offenses.....	\$100
Redeem impounded dog (per day or fraction thereof).....	\$2

Building Permit, Plan Review and Inspection Fees

Municipal Code Chapter 500

Building Permit Fees

One- and two-family dwellings.....	See 2012 International Residential Code for One- and Two-Family Dwellings, Appendix L, Permit Fees
Other residential and non-residential	See 1997 Uniform Administrative Code, Tables 3-A, 3-B, 3-C and 3-D

Plan Review

One- and two-family dwellings

New residence construction.....	\$100
Other (minimum \$25, maximum \$100).....	25% of permit

Other residential and non-residential

New building construction.....	\$300
Tenant Finish	\$150
Minor Alteration	\$50
Other	\$25

Occupancy Inspections

Initial inspections (includes two inspections)	\$50
Re-inspections (each).....	\$25

Liquor Licenses

Municipal Code Chapter 600

Microbrewer

Up to 500 barrels.....	\$37.50
Each additional 100 barrels.....	\$7.50
Each 100 barrels below 500 (refund).....	-\$7.50
Retailer malt liquor original package	\$75
Retailer malt liquor by drink	\$75
Retailer intoxicating liquor original package.....	\$150
Sunday sales (additional).....	\$300
Resort.....	\$450
Sunday sales (additional).....	\$300
Temporary (3 months).....	\$93.75
Sunday sales (3 months, additional).....	\$75
Malt liquor/light wine by drink (only 7 days/year).....	\$37.50
Intoxicating liquor by drink on premises (only 501(c) exemptions).....	No fee
Intoxicating liquor by drink on boat/vessel.....	\$450
Wholesaler.....	\$375
Temporary Caterer Permit (per day).....	\$15
Tasting Permit.....	\$37.50
Retailer of intoxicating liquor by the drink, limited to distillers.....	\$375

General Licensing

Municipal Code Chapter 605

Business license (per year)

Any license not categorized below.....	\$50
General Contractor.....	\$75
Banks.....	\$320
Building or savings and loans.....	\$120
Fireworks.....	\$300
Rock Quarry.....	\$1,000
Late Fee (5% of license fee, not to exceed 25%).....	\$2.50/month

Peddlers, Solicitors and Canvassers

Municipal Code Chapter 610

Soliciting and Peddling Permit (30 consecutive days).....	\$50
---	------

General Provisions

Municipal Code Chapter 800

Convenience fee on debit/credit purchases (<u>excludes sewer and court</u>).....	<u>\$3 or 2.45%</u>
<u>of purchase (whichever is greater)</u>	
Under \$200.....	\$2.50
\$200 \$400.....	\$10
\$400 \$1,000.....	\$25
\$1,000 \$2,000.....	\$50
\$2,000 \$3,000.....	\$75
\$3,000 \$4,000.....	\$100
\$4,000 \$5,000.....	\$125
\$5,000 \$6,000.....	\$150
\$6,000 \$7,000.....	\$175
\$7,000 \$8,000.....	\$200
\$8,000 \$9,000.....	\$225

	\$9,000
\$10,000.....	\$250

MERCHANT APPLICATION

New Ownership Change Tax ID Change Add'l Loc/MID #



DBA Name City of Parkville		Legal Name City of Parkville	
Location Address 8880 Clark Ave		Mailing Address 8880 Clark Ave	
City Parkville	State MO	Zip 64152	Mailing City Parkville
Fed Tax ID #	Location Phone # 816-741-7676	Primary Contact Name Tim Blakeslee	Fax # 816-741-0013
Alternate Contact Name Matthew Chapman		Alternate Contact # 816-741-7676	Primary Email Address (required) for Reporting, Statements, and Notifications tblakeslee@parkvillemo.gov
Web Address www.parkvillemo.gov		Population ~6000	

Ownership Type: Sole Proprietor Partnership Corporation Non-Profit (501c doc req) LLC Government
 Failure to submit a W9 tax form with accurate information will result in a \$50 penalty per tax year as well as a 28% withholding per IRS regulations. For more information on T.D. 9496 Merchant Reporting, please visit www.IRS.gov.

(AMOUNTS BELOW MUST EQUAL 100%)

CARD SWIPE (mag stripe) W/SIGNATURE	<u>25</u> %	Date Business Started _____	Prior Bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/>
CARD PRESENT / KEY ENTERED W/SIGNATURE & IMPRINT	<u>25</u> %	Currently accept credit cards at this location or other business? Yes <input type="checkbox"/> No <input type="checkbox"/>	*Seasonal? Yes <input type="checkbox"/> No <input type="checkbox"/> *\$25 seasonal shutdown fee applies
MAIL/TELEPHONE SALES (MOTO/IO ADDENDUM REQUIRED)	<u>25</u> %	Are customers req'd to pay deposits? Yes <input type="checkbox"/> No <input type="checkbox"/> What % of sales? _____	# days product/service shipped/complete? (from time credit card is charged):
INTERNET/E-COMM SALES (MOTO/IO ADDENDUM REQUIRED)	<u>25</u> %	<input type="checkbox"/> 0-2 days <input type="checkbox"/> 3-15 days <input type="checkbox"/> >30 days <input type="checkbox"/> 16-30 days	*Annual Volume: \$ <u>100000</u> *Average Ticket: \$ <u>100</u> *High Ticket: \$ <u>20000</u>

Describe Products / Service in Detail - use cover sheet if more space is needed

Refund Policy: All Sales Final # of days _____ Exchange Only

Describe High Ticket in Detail: _____ Permit Fee Payment _____

***NOTE: Signer certifies that the average/high ticket, annual volume & business profile indicated is accurate. Signer further agrees that any transactions and/or volume that exceeds the amounts indicated above OR any significant profile or financial changes may result in delayed and/or withheld settlement of funds. Notifying NPS in advance will help avoid such delays.*

OWNER OR OFFICER INFORMATION (combined equity must equal 50% or higher) - ALL FIELDS ARE REQUIRED

1 (First Name) Nan	(Last Name) Johnston	(SS#) NA	(DOB) NA	(Home Phone #) NA	(Equity %) NA
(Home Address / No P.O. Box) NA		(City) NA	(State) NA	(Zip) NA	
2 (First Name)	(Last Name)	(SS#)	(DOB)	(Home Phone #)	(Equity %)
(Home Address / No P.O. Box)		(City)	(State)	(Zip)	

MEMBER BANK INFORMATION: Deutsche Bank AG, New York Branch, 60 Wall Street, 36th Floor, New York, New York 10005 +49 221 99577 777 support.deucs.db.com

<p>IMPORTANT MEMBER BANK RESPONSIBILITIES</p> <ol style="list-style-type: none"> A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant. A Visa Member must be a principal (signer) to the Merchant Agreement. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which merchants must comply. The Visa Member is responsible for and must provide settlement funds to the merchant. The Visa Member is responsible for all funds held in reserve that are derived from the settlement. 	<p>IMPORTANT MERCHANT RESPONSIBILITIES</p> <ol style="list-style-type: none"> Merchant must ensure compliance with cardholder data security and storage requirements. Merchant must maintain fraud and chargebacks below thresholds. Merchant must review and understand the terms of the Merchant Agreement. Merchant must comply with Visa Operating Regulations. <p>The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands these specific responsibilities.</p>
--	---

Cardholder Storage Compliance and Service Provider

**** Payment Card Industry Data Security Standards ("PCI DSS") and card association rules prohibit storage of track data under any circumstances. If you or your Point of Sale ("POS") system pass, transmit, store or receive full cardholder's data, then the POS software must be Payment Application Data Security Standard ("PA DSS") compliant or you (merchant) must validate PCI DSS compliance (see #1(b) below and questions #3 and #4 must be completed). If you use a payment gateway, they must be PCI DSS compliant.****

#1. Have you ever experienced an Account Data Compromise ("ACD")? Yes No If yes, please provide the date of compromise: _____

a) Have you validated PCI DSS Compliance? Yes No If yes, go to 1.(b); if no, go to #2

b) Date of compliance, Report on Compliance ("ROC") or Self Assessment Questionnaire ("SAQ"): NA

c) What is the name of your Qualified Security Assessor ("QSA")? NA or SAQ (circle or check one): A, B, C, or D

d) Date of last scan: _____ Approved Scanning Vendor's Name: _____

#2. Are you using a "dial-up" terminal or Touch Tone Capture ("TTC")? Yes No

#3. Do you or your Service Provider(s) receive, pass, transmit, or store the Full Cardholder Number ("FCN"), electronically? Yes No a) if yes, where is card data stored?

Merchant's Location Only Primary Service Provider Other Service Provider: _____ Merchant's Headquarters/Corp office only Both Merchant and Service Provider(s) All Apply

#4. What Primary Service Provider/Software Developer did you purchase your POS Application from (i.e., software, gateway)? MunicipiPAY

a) What is the name of the Service Provider/Software Developer's application? MunicipiPAY Software Version #: _____

b) Do your transactions process through any other Service Provider (i.e., web hosting companies, gateways, corporate office)? Yes No c) If yes, name other Service Provider: _____

MERCHANT SITE SURVEY REPORT (to be completed by Sales Professional):

Merchant Location: Retail Storefront Office Building Residence Government

Area Zoned: Commercial Industrial Residential

The Merchant: Owns Leases the location

Landlord Name & contact number: _____ Is inventory/merchandise amount consistent with this type of business? Y N

By signing below, I hereby confirm that the information on this application is true and correct as the merchant applicant has described and that I have verified the identity of the business, its owners and the signer(s) of this application. I further confirm that I have physically inspected the business premises at the location address stated above.

(Sales Professional Name and ID #) _____
(Strategic Partner/Affiliate ID #) _____
X _____
(Sales Professional Signature) _____
(Date)

BILLING & PRICING INFORMATION - SCHEDULE OF CONVENIENCE FEES

				APPLICABLE FEES	
<input checked="" type="checkbox"/> Over-the-Counter, Phone, Mail		<input checked="" type="checkbox"/> Ecommerce Transactions		Initial MuniPAY Set Up Fee	\$0
Visa/MasterCard/Discover Transactions	2.45%	Visa/MasterCard/Discover Transactions	2.45%	Monthly Software/Gateway Fee (per month per Master-MID)	\$0
American Express Transactions	2.45%	American Express Transactions	2.45%	All Convenience Fee Transactions have a \$3.00 minimum transaction charge	
Signature Debit Transactions	2.45%	<input checked="" type="checkbox"/> Echeck Transactions	\$1.50 per check		

MuniPAY Agreement

MuniPAY Special Terms and Conditions. The following terms and conditions shall serve as an agreement between Nationwide Payment Solutions LLC ("NPS") and the Government Entity ("GE") listed on page 1 of the NPS Merchant Agreement. These terms and conditions shall be in addition to but not serve as any replacement to any existing terms of the Nationwide Payment Solutions Merchant Agreement.

1. PCI-DSS Security. Both MuniPAY and Nationwide Payment Solutions meet or exceed all PCI DSS guidelines and requirements for the storage and transmission of cardholder data. NPS is a certified Level 1 PCI DSS service provider. GE agrees not to store any sensitive credit card data.

2. Optional Cardholder Convenience Fee Program. GE understands that NPS has authorized GE to accept credit cards. In order to waive processing fees for GE, NPS is required to charge a Convenience Fee to the cardholder at the time of transaction. GE agrees to meet all the requirements established by the Card Associations in order to allow a Convenience Fee to be charged. NPS may deny/decline transactions that do not qualify for a Convenience Fee per the rules and regulations of the Card Associations. NPS agrees to offer cardholders competitive Convenience Fees based upon the annual processing activity generated from each GE. NPS reserves the right to modify the amount of this Convenience Fee depending upon the costs which NPS incurs to process such transactions, industry trends and/or card association rules. In the event of a change, NPS shall provide Municipality with 30 days notice of such change.

3. Disclosure & Opt Out of Convenience Fee. GE understands that a cardholder has a right to opt out of a Convenience Fee transaction at the time of sale. GE agrees to disclose to the cardholder(s) the amount of the calculated Convenience Fee at the time of transaction (MuniPAY will automatically calculate fee) and give the option for the cardholder to cancel the payment and accept another form of payment (cash, checks etc.).

4. Transaction Receipt(s) - Mail/Telephone/Internet Transactions

4a. Face to Face Transactions: GE understands cardholders will be required to sign separately for the NPS Convenience Fee and the transaction amount(s) due to GE. GE agrees to maintain a copy of transaction receipts for a minimum of 18 months per the Card Association regulations. GE further agrees to provide NPS a timely copy of such receipt(s) in the event it is requested.

4b. Phone Transactions: GE understands that each transaction which is processed over the telephone shall require GE to disclose the Third Party Convenience fee being assessed for the completion of the transaction prior to charging the cardholder's credit card. The Cardholder has the right to opt out of the transaction, per the Card Association rules regarding Convenience Fees. GE agrees to print a receipt for phone order transactions and to write in *Phone Order* on the signature line for both the NPS convenience fee and GE transaction(s).

4c. Internet Transactions: MuniPAY's secure e-commerce interface shall disclose to the Cardholder any Third Party Convenience fees being assessed prior to charging the Cardholder's credit card. Such disclosure shall give the cardholder the right to "Opt-out" of the transaction per card association rules. NPS shall automatically initiate an email receipt to the Cardholder for each completed transaction.

5. Internet Sale Items/Default Pricing

GE understands that by using the MuniPAY e-commerce processing solution, it has authorized NPS to post any set default pricing and payment items as indicated by the GE. GE agrees that it is the responsibility of the GE to notify the MuniPAY Support Center of any changes to default pricing and/or payment items displayed.

6. Card Holder Disputes/Convenience Fee Indemnification. GE agrees that any disputes between GE and a Cardholder relating to a transaction funded directly to the GE shall be settled between GE and the Cardholder directly. NPS shall assist GE in settling these disputes. GE understands that such disputes can result in a cardholder issued "chargeback" to GE based on Card Association rules and regulations. Chargeback(s) can be avoided by settling disputes with the Cardholder directly or issuing a refunded transaction. NPS will provide details of such "chargeback(s)" including Cardholder name and transaction details. Such chargeback disputes may require GE to provide a copy of the signed credit card receipt. GE will hold no liability nor be debited any chargeback for a Convenience Fee amount.

7. Equipment Use Provision. At NPS' sole discretion, NPS may provide GE the use of certain hardware related to the use of MuniPAY. GE further agrees that any and all hardware provided by NPS shall remain the property of NPS. GE agrees to return all hardware to NPS no later than 30 days from end of service. Failure to return such hardware shall result in GE being assessed a fee for the value of each piece of hardware provided.

By signing below, I have read and understand the terms and conditions above and understand that these terms shall be in addition to my NPS Merchant Application/Agreement, including but not limited to the terms and conditions of such NPS merchant agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT & AGREEMENT (required)

ACKNOWLEDGEMENT & AGREEMENT (required) INVESTIGATIVE CONSUMER REPORT: An investigative or consumer report may be made in connection with application. MERCHANT authorizes any party to the Agreement or any of its agents to investigate the references provided or any other statements or data obtained from MERCHANT, from any of the undersigned, or from any other person or entity with any financial obligations under this Agreement. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested. **CORPORATE RESOLUTION.** The indicated officer (s) identified below have the authorization to execute the Merchant Processing Agreement on behalf of the here within named corporation. Merchant understands that this agreement shall not take effect until merchant has been approved by bank and a merchant number has been issued. **IMPORTANT NOTICE:** All information contained in this application was completed or supplied by all contracting parties. Any change in printed terms shall be of absolutely no force or effect unless specifically agreed to in writing by all contracting parties. By signing below on either the original or a facsimile you are agreeing to the provisions stated within the Terms and Conditions of the Merchant Processing Agreement and the Merchant Application on the reverse side, and you are acknowledging that you have carefully read each of those provisions before signing. **BY SIGNING BELOW,** either on the original or a fax you are agreeing to the provisions stated within the terms & conditions of this merchant application and you are acknowledging that you both received a copy of and have carefully read each of these provisions within the attached 3 page Merchant Processing Terms & Agreement before signing below.

(Signature #1)

(Date)

(Date)

(Signature # 2)

(Date)

Merchant Processing Terms and Agreement

This document, "Merchant Processing Agreement" (the "Agreement"), accompanies the document "Merchant Application" ("Merchant Application") and includes the Terms and Conditions set forth below (the "Terms and Conditions") together with the terms and conditions of the Merchant Application. The bank ("Bank") identified in this Agreement is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"), and is Deutsche Bank AG, New York branch. EVO Merchant Services, LLC d/b/a EVO ("Processor") is a registered independent sales organization of Visa and a member service provider of MasterCard. This Agreement is between Processor and Bank, and the merchant (or "you") identified in the Merchant Application ("Merchant"). Merchant and Processor agree that the rights and obligations contained in this Agreement do not apply to Bank with respect to Discover transactions. To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB and Diner's Club cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. Any references to the Debit Sponsor shall refer to the debit sponsors identified below.

RECITALS

Merchant desires to accept credit cards ("Cards") validly issued by members of Visa, MasterCard, and Discover. Bank and Processor desire to provide credit card processing services to Merchant. Therefore, Merchant, Processor and Bank agree as follows:

TERMS AND CONDITIONS

1. Honoring Cards.

A. **Without Discrimination.** You will honor, without discrimination, any Card properly tendered by a Cardholder. "Cardholder" means a person possessing a Card and purporting to be the person in whose name the Card is issued. You will not establish a minimum or maximum transaction amount as a condition for honoring a Card.

B. **Cardholder Identification.** You will identify the Cardholder and check the expiration date and signature on each Card. You will not honor any Card if: (i) the Card has expired, (ii) the signature on the sales draft does not correspond with the signature on the Card, or (iii) the account number embossed on the Card does not match the account number on the Card's magnetic strip (as printed in electronic form) or the account number listed on a current Electronic Warning Bulletin file. You may not require a Cardholder to provide personal information, such as a home or business telephone number, a home or business address, or a driver's license number as a condition for honoring a Card unless permitted under the Laws and Rules (defined in Section 14, below).

C. **Card Recovery.** You will use your best efforts to retain any Card: (i) on Visa Cards if the printed four digits below the embossed account number do not match the first four digits of the embossed account number; (ii) if you are advised by Processor or Bank (as a designee) the issuer of the Card or the designated voice authorization center to retain it; (iii) if you have reasonable grounds to believe the Card is counterfeit, fraudulent or stolen, or not authorized by the Cardholder; or (iv) if, for MasterCard Cards, the embossed account number, indent printed account number and encoded account number do not match or the Card does not have a MasterCard hologram on the lower right corner of the Card face.

D. **Surcharges.** You will not add any amount to the posted price of goods or services you offer as a condition of paying with a Card, except as permitted by the Rules. This paragraph does not prohibit you from offering a discount from the standard price to induce a person to pay by cash, check or similar means rather than by using a Card.

E. **Return Policy.** You will properly disclose to the Cardholder, at the time of the Card transaction and in accordance with the Rules, any limitation you have on accepting returned merchandise.

F. **No Claim Against Cardholder.** You will not have any claim against or right to receive payment from a Cardholder unless Processor and Bank refuse to accept the Sales Draft (as defined in Section 3) or revokes a prior acceptance of the Sales Draft after receipt or a chargeback or otherwise. You will not accept any payments from a Cardholder relating to previous charges for merchandise or services included in a Sales Draft, and if you receive any such payments you promptly will remit them to Processor and Bank.

G. **Disputes With Cardholders.** All disputes between you and any Cardholder relating to any Card transaction will be settled between you and the Cardholder. Neither Processor nor Bank bear any responsibility for such transactions.

2. Authorization.

A. **Required on All Transactions.** You will obtain a prior authorization for the total amount of a transaction via electronic terminal or device before completing any transaction, and you will not process any transaction that has not been authorized. You will follow any instructions received during the authorization process. Upon receipt of authorization you may consummate only the transaction authorized and must note on the Sales Draft the authorization number. Where authorization is obtained, you will be deemed to warrant the true identity of the customer as the Cardholder.

B. **Effect.** Authorizations are not a guarantee of acceptance or payment of the Sales Draft. Authorizations do not waive any provisions of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card.

C. **Unreadable Magnetic Stripes.** When you present Card transactions for authorization electronically, and if your terminal is unable to read the magnetic stripe on the card, you will obtain an imprint of the card and the Cardholder's signature on the imprinted draft before presenting the Sales Draft to Processor and Bank for processing. Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions.

3. Presentation of Sales Drafts.

A. **Form.** You will use a Sales Draft ("Sales Draft") or other form approved by Processor and Bank to document each Card transaction. Each Sales Draft will be legibly imprinted with: (i) Merchant's name, location and account number; (ii) the information embossed on the Card presented by the Cardholder (either electronically or manually); (iii) the date of the transaction; (iv) a brief description of the goods or services involved; (v) the transaction authorization number; (vi) the total amount of the sale including any applicable taxes, or credit transaction; and (vii) adjacent to the signature line, a notation that all sales are final, if applicable.

B. **Signatures.** Each Sales Draft must be signed by the Cardholder unless the Card transaction is a valid mail/telephone order Card transaction which fully complies with the requirements set forth in this Agreement. You may not require the Cardholder to sign the Sales Draft before you enter the final transaction amount in the Sales Draft.

C. **Reproduction of Information.** If the following information is not legibly imprinted on the Sales Draft, you will legibly inscribe on the Sales Draft before submitting it to Processor and Bank: (i) the Cardholder's name; (ii) account number; (iii) expiration date of the Card and (iv) the Merchant's name and place of business. Additionally, for MasterCard transactions you will legibly inscribe the name of the bank issuing the Card as it appears on the face of the Card.

D. **Delivery and Retention of Sales Drafts.** You will deliver a complete copy of the Sales Draft or credit voucher to the Cardholder at the time of the transaction. You will retain the "merchant copy" of the Sales Draft or credit memorandum for at least 3 years following the date of completion of the Card transaction (or such longer period as the Rules require).

E. **Electronic Transmission.** In using electronic authorization and/or data capture services, you will enter the data related to a sales or credit transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the transaction is completed (unless otherwise permitted by the Rules). Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions and, at Processor's sole discretion, the deposit of the funds received for such sales or credit transaction into the Reserve Account. If you provide your own electronic terminal or similar device, such terminal must meet Processor and Bank's requirements for processing transactions. Information regarding a sales or credit transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by you to Processor and Bank or their agent in the form Processor and Bank from time to time specify or as required under the Rules. If Processor or Bank requests a copy of a Sales Draft, credit voucher or other transaction evidence, you will provide it within 24 hours following the request.

4. Deposit of Sales Drafts and Funds Due Merchant.

A. **Deposit of Funds.** i. Deposits. You agree that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. § 365 as amended from time to time. Subject to this Section, Bank will deposit to the Designated Account (defined in section 6 below) funds evidenced by Sales Drafts (whether evidenced in writing or by electronic means) complying with the terms of this Agreement and the Rules and will provide you provisional credit for such funds (less recoupment of any credit(s), adjustments, fines, chargebacks, or fees). You shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Agreement or the rules and regulations of a card association or network organization. You acknowledge that your obligation to Processor and Bank for all amounts owed under this Agreement arises out of the same transaction as Processor and Bank's obligation to deposit funds to the Designated Account. ii. Provisional Credit. Notwithstanding the previous sentences, under no circumstance will

Processor or Bank be responsible for processing credits or adjustments related to Sales Drafts not originally processed by Processor and Bank. All Sales Drafts and deposits are subject to audit and final checking by Processor and Bank, and may be adjusted for inaccuracies. You acknowledge that all credits provided to you are provisional and subject to chargebacks, recoupment, adjustments, fines and fees: (i) in accordance with the Rules; (ii) for any of your obligations to Processor and Bank; and (iii) in any other situation constituting suspected fraud or a breach of this Agreement, whether or not a transaction is charged back by the Card issuer. Processor and Bank may elect, but are not required, to grant conditional credit for individual or groups of any funds evidenced by Sales Drafts. Final credit for those conditional funds will be granted within Processor and Bank's sole discretion. iii. Processing Limits. Processor and Bank may impose a cap on the volume and ticket amount of Sales Drafts that they will process for you, as indicated to you by Processor or Bank. This limit may be changed by Processor or Bank upon written notice to you.

B. **Chargebacks.** You are fully liable for all transactions returned for whatever reason, otherwise known as "chargebacks." You will pay on demand the amount of all chargebacks. Authorization is granted to offset from incoming transactions and to debit the Designated Account, the Reserve Account (defined in Section 7, below) or any other account held at Bank or at any other financial institution the amount of all chargebacks. You will fully cooperate in complying with the Rules regarding chargebacks.

C. **Excessive Activity.** Your presentation to Processor and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this agreement. "Excessive Activity" means, during any monthly period: (i) the dollar amount of chargebacks and/or retrieval requests in excess of 1% of the average monthly dollar amount of your Card transactions; (ii) sales activity that exceeds by 10% of the dollar volume indicated on the Application; or (iii) the dollar amount of returns equals 20% of the average monthly dollar amount of your Card transactions. You authorize, upon the occurrence of Excessive Activity, Processor and Bank to take any action they deem necessary including but not limited to, suspension of processing privileges and establishment or increase in the amount allocated to the Reserve Account and a reduction in the amount of provisional credit remitted to you in accordance with this Agreement.

D. **Credit.** i. Credit Memoranda. You will issue a credit memorandum in any approved form, instead of making a cash advance, a disbursement or a refund on any Card transaction. Processor and Bank will debit the Designated Account for the total face amount of each credit memorandum submitted to Processor and Bank. You will not submit a credit memorandum relating to any Sales Draft not originally submitted to Processor and Bank, nor will you submit a credit memorandum that exceeds the amount of the original Sales Draft. You will within the time period specified by the Rules, provide a credit memorandum or credit statement for every return of goods or forgiveness of debt for services which were the subject of a Card transaction. ii. Revocation of Credit. Processor or Bank may refuse to accept any Sales Draft, and Processor and Bank may revoke prior acceptance of a Sales Draft in the following circumstances: (a) the transaction giving rise to the Sales Draft was not made in compliance with this Agreement, the Laws or the Rules; (b) the Cardholder disputes its liability to Processor and Bank for any reason, including but not limited to a contention that the Cardholder did not receive the goods or services, that the goods or services provided were not as ordered, or those chargeback rights enumerated in the Rules; or (c) the transaction giving rise to the Sales Draft was not directly between you and the Cardholder. You will pay Processor and Bank any amount previously credited to you for a Sales Draft not accepted by Processor and Bank or where accepted, is revoked by Processor and Bank.

E. **Reprocessing.** Notwithstanding any authorization or request from a Cardholder, you will not re-enter or reprocess any transaction which has been charged back.

F. **Miscellaneous.** You will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between you and a Cardholder or any transaction you know or should know to be fraudulent or not authorized by the Cardholder. You will not sell or disclose to third parties Card account information other than in the course of performing your obligations under this Agreement.

5. Other Types of Transactions.

A. **Debit Card Processing Services.** You may elect to accept debit cards, and said election should be made by you on the accompanying Merchant Application. If you elect to accept debit cards, the following terms and conditions apply to you. Debit Sponsor shall act as your sponsor with respect to the participation of point-of-sale terminal card networks ("Networks"): Acel, AFFN, Alaska Option, Interlink, Maestro, NYCE, Pulse, Shazam, Star, CU24, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Processor without notice. You may also have access to other debit networks that do not require a sponsor. Processor will provide you with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks, and Processor will provide connection to such Networks, terminal applications, settlement, and reporting activities (collectively, the "Services"). You will comply with all federal, state, and local laws, rules, regulations and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). You will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for you in each Network, and you shall obtain all consents, approvals, authorizations, or orders of any governmental agency or body required for the execution, delivery, and performance of this Agreement. You agree to utilize the debit card services in accordance with this Agreement, its exhibits or attachments, and Processor's instructions and specifications, and to provide Processor with the necessary data in the proper format to enable Processor to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to you upon request. You will provide prompt written notice to Processor in the event that you are subject to any of the following: i. Conviction for a felony offense or any other crime involving moral turpitude; ii. Restraining order, decree, injunction, or judgment in any proceeding or lawsuit alleging fraud or deceptive practice on your part; iii. Bankruptcy filing or petition; iv. Federal or state tax lien; v. Any material adverse change in your assets, operations, or condition, financial or otherwise; vi. The threat or filing of any litigation against you, the outcome of which reasonably could have a material adverse effect on your continuing operations; vii. Administrative or enforcement proceeding commenced by any state or federal regulatory agency, including any banking or securities agency or entity operating an EBT Network, that reasonably could have a material adverse effect on your continuing operations; or viii. Any disciplinary action taken by any Network against you or any of your principals. Processor may terminate or suspend in its discretion Debit Sponsor's sponsorship of you in any Network or modify the provision of Services to you; i. (i), (ii), (v), or (viii) in the immediately preceding paragraph or if Debit Sponsor's authority to participate in such Network or act as your sponsor in such Network is terminated by such Network; ii. Thirty (30) days after written notice by Processor to you of the occurrence of any of the conditions set forth in items (iv), (vi), or (vii) in the immediately preceding paragraph or if Debit Sponsor terminated its membership or participation in such Network; iii. Immediately upon notice to you in the event any financial statement, representation, warranty, statement or certificate furnished is materially false or misleading; or iv. Immediately upon notice to you of the occurrence of any other circumstance with respect to this Section that may reasonably be expected to have an adverse effect on Processor. The parties hereto acknowledge and agree that Processor shall pay Debit Sponsor any and all fees related to Debit Sponsor's sponsorship of you in the Networks; provided, however, that in the event Processor fails to pay such amounts, Debit Sponsor shall be entitled to recover all such amounts directly from you and you agree to pay all such amounts. You shall not in any way indicate that Debit Sponsor endorses your activities, products, or services. Debit Sponsor and you are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind

the other to any third party. Nothing contained in this section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and you. You shall indemnify and hold harmless Processor and its affiliates (including parents and subsidiaries), and their respective officers, directors, employees, successors and assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including, without limitation, the cost of investigating the claim, the cost of litigation, and reasonable attorney's fees including those of in-house counsel, whether or not legal proceedings are instituted) paid or incurred by or on behalf of Processor as a result of your violation of any of the terms of this Section, Network Rules, or Applicable Laws, or otherwise arising from or related to Debit Sponsor's sponsorship of you in any Network. In the event that Debit Sponsor's sponsorship of you in any Network is terminated prior to the termination of this Agreement, Processor may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debit Sponsor's debit sponsorship of you under this Agreement.

B. **Mail/Telephone Order.** Processor and Bank caution against mail orders or telephone orders or any transaction in which the Cardholder and Card are not present ("mail/telephone orders") due to the high incidence of customer disputes. You will obtain the expiration date of the Card for a mail/telephone order and submit the expiration date when obtaining authorization of the Card transaction. For mail/telephone order transactions, you will type or print legibly on the signature line the following as applicable: telephone order or "TO" or mail order or "MO". You must promptly notify Processor and Bank if your retail/mail order/telephone order mix changes from the percentage represented to Processor and Bank in the Merchant Application. Processor and Bank may cause accepting mail/telephone order transactions, or limit their acceptance of such transactions, or increase their fees if this mix changes. Bank will release funds to Merchant five (5) business days after the transaction date for mail/telephone orders. Merchant agrees to use and retain proof of a traceable delivery system as means of shipment of product to the customer. Merchant agrees that transactions will not be processed until products are shipped to the Cardholder. Merchant agrees to pay a charge of \$0.05 per AVS transaction, if applicable. This agreement may be immediately terminated by Bank if Merchant fails to comply with any of the terms of the agreement.

C. **Recurring Transactions.** For recurring transactions, you must obtain a written request from the Cardholder for the goods and services to be charged to the Cardholders account, the frequency of the recurring charge, and the duration of time during which such charges may be made. You will not complete any recurring transaction after receiving: (i) a cancellation notice from the Cardholder, (ii) notice from Processor or Bank, or (iii) a response that the Card is not to be honored. You must print legibly on the Sales Draft the words "Recurring Transaction".

D. **Multiple Sales Drafts.** You will include a description and total amount of goods and services purchased in a single transaction on a single Sales Draft or transaction record, unless (i) partial payment is entered on the Sales Draft or transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction, or (ii) a Sales Draft represents an advance deposit in a Card transaction completed in accordance with this Agreement and the Rules.

E. **Partial Completion.** i. Prior Consent. You will not accept for payment by Card any amount representing a deposit or partial payment for goods or services to be delivered in the future without the prior written consent of Processor or Bank. Such consent will be subject to Bank's final approval. The acceptance of a Card for payment or partial payment of goods or services to be delivered in the future without prior consent will be deemed a breach of this Agreement and cause for immediate termination, in addition to any other remedies available under the Laws or Rules. ii. Acceptance. If you have obtained prior written consent, then you will complete such Card transactions in accordance with the terms set forth in this Agreement, the Rules, and the Laws. Cardholders must execute one Sales Draft when making a deposit with a Card and a second Sales Draft when paying the balance. You will note upon the Sales Draft the words "deposit" or "balance" as appropriate. You will not deposit the Sales Draft labeled "balance" until the goods have been delivered to Cardholder or you have fully performed the services.

F. **Future Delivery.** You will not present any Sales Draft or other memorandum to Bank for processing "whether by electronic means" which relate to the sale of goods or services for future delivery without Processor or Bank's, prior written authorization. Such consent will be subject to Bank's final approval. If Processor or Bank have given such consent, you represent and warrant to Processor and Bank that you will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. You will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from sales drafts or other memoranda taken in connection with future delivery transactions.

G. **Electronic Commerce Transactions.** You may process electronic commerce ("EC") transactions only if you have so indicated on the Application, and only if you have obtained Processor's consent. If you submit EC transactions without our consent, we may immediately terminate this Agreement. If you have indicated on the Application that you will be submitting EC transactions, you acknowledge that you have reviewed the Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program (CISP) and MasterCard's Site Data Protection Program (SDP), and to the extent that they apply to you, you agree to comply with, and ensure such transactions comply with, the terms of each. You understand that transactions processed via EC are high risk and subject to a higher incidence of chargebacks. You are liable for all chargebacks and losses related to EC transactions, whether or not: i) EC transactions have been encrypted; and ii) you have obtained consent to engage in such transactions. Encryption is not a guarantee of payment and will not waive any provision of this Agreement or otherwise validate a fraudulent transaction. All communication costs related to EC transactions are your responsibility. You understand that Processor will not manage the EC telecommunications link and that it is your responsibility to manage that link. All EC transactions will be settled by Bank into a depository institution of the United States in U.S. currency. i. Requirements. For goods to be shipped on EC transactions, you may obtain authorization up to 7 calendar days prior to the shipment date. You need not obtain a second authorization if the Sales Draft amount is within 15% of the authorized amount, provided that the additional amount represents shipping costs. Further, your web site must contain all of the following information: i) complete description of the goods or services offered; ii) returned merchandise and refund policy; iii) customer service contact, including electronic mail address and/or telephone number; iv) transaction currency (such as U.S. or Canadian dollars); v) export or legal restrictions, if known; and vi) delivery policy. If you store cardholder account numbers, expiration dates, and other personal cardholder data in the database, you must follow PCI DSS, CISP and SDP guidelines on securing such data. ii. If you accept EC transactions, you must: install and maintain a working network firewall to protect data accessible via the Internet; keep security patches up-to-date; encrypt stored data and data sent over open networks; use and update anti-virus software; restrict access to data by business "need-to-know"; assign a unique ID to each person with computer access to data; not use vendor-supplied defaults for system passwords and other security parameters; track access to data by unique ID; regularly test security systems and processes; maintain a policy that addresses information security for employees and contractors; and restrict physical access to Cardholder information. When outsourcing administration of information assets, networks, or data you must retain legal control of proprietary information and use limited "need-to-know" access to such assets, networks or data. Further, you must reference the protection of cardholder

Merchant Processing Terms & Agreement

information and compliance with the PCI DSS, CISP and SDP Rules in contracts with other service providers. You understand that failure to comply with this Section may result in fines and you agree to indemnify and reimburse Processor and Bank immediately for any fine imposed due to your breach of this Section.

H. American Express, JCB and Diners Club Transactions. Upon your request, Processor will provide authorization and/or data capture service, for JCB, Diners Club and American Express transactions. By signing this Merchant Agreement, Merchant agrees to abide by the terms and conditions of Diners Club, American Express, and JCB. Merchant understands that the Diners Club Agreement will be sent to the business entity indicated on this application. By accepting the Diners Club Card for goods and/or services, Merchant agrees to be bound by the terms and conditions of the Agreement. Processor and Bank are not responsible for funding such transactions. Initial setup fees may apply.

I. Cash Advances. You will not deposit any transaction for purposes of obtaining or providing a cash advance. You agree that any such deposit shall be grounds for immediate termination.

J. Prohibited Transactions. You will not accept or deposit any fraudulent or illegal transaction and you may not, under any circumstances, present for deposit directly or indirectly, a transaction which originated with any other merchant or any other source. You will not, under any circumstances, deposit telemarketing transactions unless you obtain Bank, Processor prior written consent. Such consent will be subject to Bank's final approval. If you process any such transactions, you may be immediately terminated and Processor or Bank may hold funds and/or increase the amount allocated to the Reserve Account and/or deduct from the amount of provisional credit that would otherwise be allocated to you. Further, you may be subject to Visa, MasterCard or Discover reporting requirements.

6. Designated Account.

A. Establishment and Authority. Merchant will establish and maintain an account at an ACH receiving depository institution approved by Bank and Processor ("Designated Account"). Merchant will maintain sufficient funds in the Designated Account to satisfy all obligations, including fees, contemplated by this Agreement. Merchant irrevocably authorizes Bank and Processor to debit the Designated Account for chargebacks, recoupments, adjustments, fines, fees and any other penalties or amounts owed under this Agreement, and irrevocably authorizes Bank and Processor to debit the Designated Account for any amount owed to Bank and Processor under this Agreement other than the amount directly attributable to the settlement of transactions. You also authorize Processor and Bank to debit the Merchant Account for any fees due such vendor or agent under this Agreement. This authority will remain in effect for at least 2 years after termination of this Agreement whether or not you have notified Processor and Bank of a change to the Designated Account. Merchant must obtain prior written consent from Bank or Processor to change the Designated Account. If Merchant does not get that consent, Processor or Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion.

B. Deposit. Bank will deposit all Sales Drafts to the Designated Account subject to the other provisions of this Agreement. The funds represented by Sales Drafts will be deposited 3 business days following Processor's receipt of the Sales Draft, except for mail order/telephone order and electronic commerce transactions, which will be deposited 5 business days following receipt of the Sales Draft. "Business Day" means Monday through Friday, excluding holidays observed by the Federal Reserve Bank of New York. Merchant authorizes Bank and Processor to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant provisional credit for any entry. You authorize and appoint Bank and Processor to act as your agent to collect Card transaction amounts from the Card issuing bank. As the collecting agent, Bank and Processor in their sole discretion, may grant you provisional credit for transaction amounts in the process of collection, subject to receipt of final payment by Bank and subject to all chargebacks.

C. Assented Errors. You must promptly examine all statements relating to the Designated Account, and immediately notify Processor and Bank in writing of any errors. Your written notice must include: (i) Merchant name and account number; (ii) the dollar amount of the asserted error; (iii) a description of the asserted error; and (iv) an explanation of why you believe an error exists and the cause of it, if known. That written notice must be received by Processor and Bank within 30 calendar days after you received the periodic statement containing the asserted error. Your failure to notify Processor and Bank of any error within 30 days constitutes a waiver of any claim relating to that error. You may not make any claim against Processor or Bank for any loss or expense relating to any asserted error for 60 calendar days immediately following our receipt of your written notice. During that 60 day period, Processor and Bank will be entitled to investigate the asserted error.

D. Indemnity. You will indemnify and hold Processor and Bank harmless for any action they take against the Designated Account, the Reserve Account, or any other account pursuant to this Agreement.

E. ACH Authorization. You authorize Processor and Bank to initiate debit/credit entries to the Designated Account or the Reserve Account, all in accordance with this Agreement and the ACH Authorization on the attached Exhibit B, Merchant Authorizations. The ACH Authorization will remain in effect beyond termination of this Agreement. In the event you change the Designated Account, you will execute a new ACH Authorization.

7. Security Interests, Reserve Account, Recoupment and Set-Off.

A. Security Interests. i. Security Agreement. This Agreement is a security agreement under the Uniform Commercial Code. You grant to Processor and Bank a security interest in and lien upon: (i) all funds at any time in the Designated Account, (ii) all funds at any time in the Reserve Account, (iii) present and future Sales Drafts; and (iv) any and all amounts which may be due to you under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). You agree to provide other collateral or security to Processor and Bank to secure your obligations under this Agreement upon Processor or Bank's request. These security interests and liens will secure all of your obligations under this Agreement and any other agreements now existing or later entered into between you and Processor or Bank. This security interest may be exercised by Processor or Bank without notice or demand of any kind by making an immediate withdrawal or freezing the secured assets. ii. Perfection. Upon request of Processor or Bank, you will execute one or more financing statements or other documents to evidence this security interest. You represent and warrant that no other person or entity has a security interest in the Secured Assets. Further, with respect to such security interests and liens, Processor and Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. You will obtain from Processor and Bank written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You agree that this is a contract of recoupment and Processor and Bank are not required to file a motion for relief from the automatic stay in any bankruptcy proceeding in order for Processor or Bank to realize on any of its collateral (including any Reserve Account). Nevertheless, you agree not to contest or object to any motion for relief from the automatic stay filed by Processor or Bank. You authorize Processor or Bank and appoint Processor or Bank your attorney in fact to sign your name to any financing statement used for the perfection of any security interest or lien granted hereunder.

B. Reserve Account. i. Establishment. A non-interest bearing deposit account ("Reserve Account") has been established and is maintained at Bank or one of its affiliates with sums sufficient to satisfy your current and future merchant obligations as determined by Processor and Bank. You authorize Processor and Bank to debit the Designated Account or any other account you have at Bank or any other financial institution to establish or maintain funds in the Reserve Account. Bank or Processor may deposit into the Reserve Account funds it would otherwise be obligated to pay you, for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section, if it determines such action is reasonably necessary to protect its interests. ii. Authorizations. Processor and Bank may, without notice to you, agree deposits in the Reserve Account against any outstanding amounts you owe under this Agreement or any other agreement between you and Processor or Bank. Also, Processor and Bank may exercise their rights under this Agreement against the Reserve Account to collect any amounts due to Processor or Bank including, without limitation, rights of set-off and recoupment. In the event you submit a merchant application to Processor through the use of Insta-App, and Processor does not receive a completed written merchant application within 2 business days, you authorize Processor or Bank to hold all of your funds in the Reserve

Account until the completed written merchant application and other required documentation is received by Processor. iii. Funds. Funds in the Reserve Account will remain in the Reserve Account for 270 calendar days following the later of termination of this Agreement or the last activity in your account, provided, however, that you will remain liable to Processor and Bank for all liabilities occurring beyond such 270 day period. After the expiration of the 270 day period Processor will provide you with written notification via nationally recognized delivery service advising you that the 270 day period has expired, requesting that you provide Processor with an address where the funds you have remaining in the Reserve Account should be delivered, and stating that in the event you fail to respond to this notification within 30 days; Processor will begin deducting a flat fee of \$95 each month from the funds you have remaining in the Reserve Account. In the event you fail to respond to the notification, the \$95 fee will then be deducted each month from the funds you have remaining in the Reserve Account. This fee will offset the administrative, clerical, legal, and risk management costs incurred by Processor to monitor the funds you have remaining in the Reserve Account beyond the 270 day period, and includes all monthly minimums and any other contractual fees that would ordinarily be assessed against your account pursuant to the terms of this Agreement. You agree that prior to the expiration of the 270 days, you will not use any funds you have in the Reserve Account for any purpose, including but not limited to paying chargebacks, fees, fines, or other amounts you owe to Processor and/or Bank under this Agreement. Processor and Bank (and not Merchant) shall have control of the Reserve Account. iv. Assurance. In the event of a bankruptcy proceeding and the determination by the court that this Agreement is assumable under Bankruptcy Code § 365, as amended from time to time, you must maintain funds in the Reserve Account in an amount satisfactory to Processor and Bank.

C. Recoupment and Set-Off. Processor and Bank have the right of recoupment and set-off. This means that they may offset or recoup any outstanding/uncollected amounts owed by you from: (i) any amounts they would otherwise be obligated to deposit into the Designated Account; (ii) any other amounts Bank or Processor may owe you under this Agreement or any other agreement; and (iii) any funds in the Designated Account or the Reserve Account. You acknowledge that in the event of a bankruptcy proceeding, in order for you to provide adequate protection under Bankruptcy Code § 362 to Processor and Bank, you must create or maintain the Reserve Account as required by Processor and Bank, and Processor and Bank must have the right to offset against the Reserve Account for any and all obligations which you may owe to Processor and Bank, without regard to whether the obligations relate to Sales Drafts initiated or created before or after the filing of the bankruptcy petition.

D. Remedies Cumulative. The rights and remedies conferred upon Processor and Bank in this Agreement, at law or in equity, are not intended to be exclusive of each other. Rather, each and every right of Processor and Bank under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

8. Fees and Other Amounts Owed Processor and Bank.

A. Fees and Taxes. You will pay Processor fees for services, forms and equipment in accordance with the rates set forth on the Application including a \$35 NSF/Chargeback fee if applicable. In addition, you will pay Processor a fee for research if performs at your request in an amount equal to \$0 per hour, or \$0 per statement. Such fees will be calculated and debited from the Designated Account once each business day or month for the previous business day's or month's activity or will be netted out from the funds due you attributable to Sales Drafts presented to Processor and Bank. Processor and Bank reserve the right to adjust the fees set forth on the Application and in this Section, in accordance with Section 6.H, below. If you do not have an active account at the time of the request, payment by certified check or money order must be received prior to the release of the requested document copies or research results. You are also obligated to pay all taxes, and other charges imposed by any governmental authority on the services provided under this Agreement. With respect to Visa, MasterCard and Discover products, you may elect to accept credit cards or debit/prepaid cards or both. You shall so elect on the Merchant Application being completed contemporaneously herewith. You agree to pay and your account(s) will be charged pursuant to Section 6.A of this Agreement for any additional fees incurred as a result of your subsequent acceptance of transactions with any Visa, MasterCard or Discover product that you have elected not to accept.

B. Other Amounts Owed Processor and Bank. You will immediately pay Processor and Bank any amount incurred by Processor and Bank attributable to this Agreement including but not limited to chargebacks, retrievals, NSF charges, fines and penalties imposed by Visa, MasterCard or Discover (including but not limited to fines and penalties related to PCI DSS), non-sufficient fund fees, and ACH debits that overdraw the Designated Account or Reserve Account, or are otherwise dishonored. You authorize Processor and Bank to debit via ACH the Designated Account or any other account you have at Bank or at any other financial institution for any amount you owe Processor or Bank under this Agreement or under any other contract, note, guaranty, instrument or dealing of any kind now existing or later entered into between you and Processor or Bank, whether your obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event Processor or Bank demand sums due or such ACH does not fully reimburse Processor and Bank for the amount owed, you will immediately pay Processor and Bank such amount.

C. Merchant Supply/Replacement Program. Merchant is responsible for purchasing all supplies required to properly process credit card transactions (cash slips, printer rolls, etc.). If Merchant elects to participate in Processor's Supply/Replacement Program, Merchant understands that it is entitled to a maximum of 6 rolls of paper and 2 printer ribbons per month. It is Merchant's responsibility to contact Processor each month to order supplies. Processor will only provide Merchant with supplies for the current month, and Merchant's failure to place an order with Processor will constitute a waiver of its right to receive supplies for that month under the Supply/Replacement Program. Quantity of supplies provided is at the discretion of Processor. Enrollment in Processor's Supply/Replacement Program also entitles Merchant to free refurbished replacement equipment after Processor has collected 3 monthly payments from Merchant (merchant is responsible for all shipping costs). A separate program is required for each terminal Merchant may have. If Merchant's terminal type is unavailable, at Processor's discretion, a substitute may be provided. Processor's Supply/Replacement Program does not include labor, parts, or expenses necessary to replace or repair equipment damaged by fire, flood, accident, improper voltage, misuse of equipment, service performed by persons other than Processor representatives, and/or failure to continually maintain a suitable operating environment for the equipment. Processor may choose to cancel Merchant's Supply/Replacement Program at any time without notice. This program is nontransferable without written consent. Maintenance is not available for any wireless terminals.

9. Application, Indemnification, Limitation of Liability.

A. Application. You represent and warrant to Processor and Bank that all information in the Application is correct and complete. You must notify Processor in writing of any changes to the information in the Application, including but not limited to: any additional location or new business, the identity of principals and/or owners, the form of business organization (e.g., sole proprietorship, partnership, etc.), type of goods and services provided and how sales are completed (i.e., by telephone, mail, or in person at your place of business). The notice must be received by Processor within 10 business days of the change. You will provide updated information to Processor within a reasonable time upon request. You are liable to Processor and Bank (as applicable) for all losses and expenses incurred by Processor and/or Bank arising out of your failure to report changes to it. Bank and Processor may immediately terminate this Agreement upon notification by you of a change to the information in the Application.

B. Indemnification. You will hold harmless and indemnify Processor and Bank, their employees and agents (i) against all claims by third parties arising out of this Agreement, and (ii) for all attorneys' fees and other costs and expenses paid or incurred by Processor or Bank in the enforcement of the Agreement, including but not limited to those resulting from any breach by you of this Agreement and those related to any bankruptcy proceeding.

C. Limitation of Liability. Any liability of Processor or Bank under this Agreement, whether to you or any other party, whatever the basis of the liability, shall not exceed in the aggregate the difference between (i) the amount of fees paid by you to Processor and Bank during the month in which the transaction out of which the liability arose occurred, and (ii) assessments, chargebacks, and offsets against such fees which arose during such month. In the event more than one month is involved, the aggregate amount of Processor and Bank's liability

shall not exceed the lowest amount determined in accord with the foregoing calculation for anyone month involved. Neither Processor, Bank nor their agents, officers, directors, or employees shall be jointly liable to you under this Agreement or liable for indirect, special, or consequential damages. Neither Processor nor Bank will be responsible or liable for any damages you incur that arise from a terminal that has been downloaded by a third party.

D. Performance. Processor and Bank will perform all services in accordance with this Agreement. Processor and Bank make no warranty, express or implied, regarding the services, and "nothing contained in the Agreement" will constitute such a warranty. Processor and Bank disclaim all implied warranties, including those of merchantability and fitness for a particular purpose. No party will be liable to the others for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party. Neither Processor nor Bank shall be liable for the acts or omissions of any third party.

E. Representations by Salespersons. All salespersons are independent contractors, and are not agents, employees, joint venturers, or partners of Processor or Bank. Any and all representations and/or statements made by a salesperson are made by them in their capacity as an independent contractor, and cannot be imputed to Processor or Bank. Processor and Bank have absolutely no liability or responsibility for any representations and/or statements made to you by any sales representative.

10. Representations and Warranties. You represent and warrant to Processor and Bank at the time of execution and during the term of this Agreement the following:

A. Information. You are a Government Entity validly existing and organized in the United States. All information contained on the Application or any other document submitted to Processor or Bank is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant. You are not engaged or affiliated with any businesses, products or methods of selling other than those set forth on the Application, unless you obtain the prior written consent of Processor and Bank.

B. Entry Power. Merchant and the person signing this Agreement have the power to execute and perform this Agreement. This Agreement and your performance hereunder will not violate any law, or conflict with any other agreement to which you are subject.

C. No Litigation or Termination. There is no action, suit or proceeding pending or to your knowledge threatened which if decided adversely would impair your ability to carry on your business substantially as now conducted or which would adversely affect your financial condition or operations. You have never entered into an agreement with a third party to perform credit or debit card processing which has been terminated by that third party.

D. Transactions. All transactions are bona fide. No transaction involves the use of a Card for any purpose other than the purchase of goods or services from you nor does it involve a CashOrder obtaining cash from you unless allowed by the Rules and agreed in writing with Processor and Bank. Processor may choose to cancel Merchant's Supply/Replacement Program at any time without notice. This program is non-transferable without written consent. Maintenance is not available for any wireless terminals.

E. Rule Compliance. You will comply with the Laws and Rules. Without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, Discover, and any other card association or network organization related to cardholder and transaction information security, including, without limitation Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program (CISP) and MasterCard's Site Data Protection Program (SDP), and Payment Application Best Practices.

11. Audit and financial information.

A. Audit. You authorize Processor or Bank to audit your records to confirm compliance with this Agreement, as amended from time to time. You will obtain, and will submit a copy of, an audit of your business when requested by Processor or Bank.

B. Financial Information. i. Authorizations. You authorize Processor or Bank to make any business or personal credit inquiries they consider necessary to review the acceptance and continuation of this Agreement. You also authorize any person or credit reporting agency to compile information to answer, those credit inquiries and to furnish that information to Processor and Bank. ii. Documents. You will provide Processor or Bank personal and business financial statements and other financial information as requested from time to time. If requested, you will furnish within 120 calendar days after the end of each fiscal year to Processor and Bank a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

12. Third Parties.

A. Services. You may be using special services or software provided by a third party to assist you in processing transactions, including authorizations and settlements, or accounting functions. You are responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure you have and comply with any software updates. Processor and Bank have no responsibility for any transaction until that point in time Processor or Bank receive data about the transaction.

B. Use of Terminals Provided by Others. You will notify Processor and Bank immediately if you decide to use electronic authorization or data capture terminals or software provided by any entity other than Processor and Bank or its authorized designee ("Third Party Terminals") to process transactions. If you elect to use Third Party Terminals or payment software provided by others you agree (i) the third party providing the terminals will be your agent in the delivery of Card transactions to Processor and Bank; and (ii) to assume full responsibility and liability for any failure of that third party to comply with the Rules and this Agreement. Neither Processor nor Bank will be responsible for any losses or additional fees incurred by you as result of any error by a third party agent, or a malfunction of your credit card terminal, including but not limited to Third Party Terminals.

13. Term and Termination.

A. Term. This Agreement shall become effective ("Effective Date") only upon acceptance by Processor and Bank, or upon the submission of a transaction by you to Processor, whichever event shall occur first. The Agreement will remain in effect for a period of 3 years ("Initial Term") and will renew for successive 1 year terms ("Renewal Term") unless terminated as set forth below.

B. Termination. The Agreement may be terminated by Merchant at the end of the Initial Term or any Renewal Term by giving written notice of an intention not to renew at least 90 calendar days before the end of the Initial Term or any Renewal Term. Further, this Agreement may be terminated by Processor or Bank at any time with or without notice and with or without cause.

C. Action upon Termination. i. Terminated Merchant File. You acknowledge that Bank is required to report your business name and the name of Merchant's principals to Visa, MasterCard and Discover when Merchant is terminated due to the reasons reasons listed in the Rules. ii. Designated Account. All your obligations regarding accepted Sales Drafts will survive termination. You must maintain in the Designated Account and the Reserve Account enough funds to cover all chargebacks, deposit charges, refunds and fees incurred by you for a reasonable time, but in any event not less than the time specified in this agreement. You authorize Processor and Bank to charge those accounts, or any other account maintained under this Agreement, for all such amounts. If the amount in the Designated Account or Reserve Account is not adequate, you will pay Processor and Bank the amount you owe it upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. iii. Equipment. Within 14 business days of the date of termination, you must return all equipment owned by Processor and immediately pay Processor, any amounts you owe them for equipment costs. iv. Early Termination. If you terminate this agreement you agree to give Processor a written notice of cancellation 60 days prior to: no longer processing transactions with Processor, switching to a competing service provider, or no longer using Processor's processing services. Failure to provide such notice will result in an Early Closure fee equal to: \$0 if cancelled within the first 12 months of your first

Merchant Processing Terms & Agreement

batch date, or \$0 if cancelled anytime thereafter. You agree this fee is not a penalty but rather is reasonable in the light of the financial harm caused by the early or improper termination of this Agreement. Such Early Closure Fee shall be waived if proper 60 day notice is given as indicated above.

14. Compliance With Laws And Rules.

You agree to comply with all rules and operating regulations issued from time to time by MasterCard, Visa and Discover ("Rules"), and any policies and procedures provided by Processor or Bank. You further agree to comply with all applicable state, federal and local laws, rules and regulations ("Laws"), as amended from time to time. You will assist Processor and Bank in complying with all Laws and Rules now or hereafter applicable to any Card Transaction or this Agreement. You will execute and deliver to Processor and Bank all instruments it may from time to time reasonably deem necessary. Without limiting the generality of the foregoing, you agree to comply with and be bound by the rules and regulations of Visa, MasterCard, Discover, and any other card association or network organization related to cardholder and transaction information security, including without limitation, Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program. You agree to cooperate at your sole expense with any request for an audit or investigation by Processor, Bank, a card association or network organization in connection with cardholder and transaction information security. You may also be assessed a monthly or annual PCI fee, which will appear as a separate item on your monthly statement. This fee is assessed by Processor in connection with Processor's efforts to comply with the PCI DSS and does not ensure your compliance with the PCI DSS or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve you of your responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI DSS. Without limiting the generality of the foregoing, you agree to use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. You will indemnify and hold Processor and Bank harmless from any fines and penalties issued by Visa, MasterCard, Discover or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Processor and Bank at your location(s) and will reimburse Processor and Bank for any losses incurred by Processor with respect to any such fines, penalties, fees and costs. You also agree that you will comply with all applicable laws, rules and regulations related to the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at your location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws"). As between you, on the one hand, and Processor and Bank, on the other hand, you shall be solely responsible for complying with all Truncation Laws and will indemnify and hold Processor and Bank harmless from any claim, loss or damage resulting from a violation of Truncation Laws as a result of transactions processed at your location(s).

15. Use of Trademarks and Confidentiality.

A. Use of Trademarks. Your use of Visa, MasterCard and Discover trademarks must fully comply with the Rules. Your use of Visa, MasterCard, Discover, or other cards' promotional materials will not indicate directly or indirectly that Visa, MasterCard, Discover, or others endorse any goods or services other than their own and you may not refer to Visa, MasterCard, Discover or others in stating eligibility for your products or services.

B. Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). You are prohibited from using the Discover Program Marks other than as expressly authorized in writing. You shall not use the Discover Program Marks other than to display decals, signage, advertising and other items depicting the Discover Program Marks that are provided to you pursuant to this Agreement or otherwise approved in advance in writing. You may use the Discover Program marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by you must be approved in advance in writing. You shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by you are sponsored or guaranteed by the owners of the Discover Program Marks. You recognize that you have no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover

Program Marks.

C. Confidentiality. i. Cardholder Information. You will not disclose to any third party Cardholders' account information or other personal information except to an agent of yours assisting in completing a Card transaction, or as required by law. You must destroy all material containing Cardholders' account numbers, Card imprints, Sales Drafts, credit vouchers and (except for Sales Drafts maintained in accordance with this Agreement, Laws, and the Rules). Further, you must take all steps reasonably necessary to ensure Cardholder information is not disclosed or otherwise misused. ii. Prohibitions. You will not use for your own purposes, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of Processor and Bank (including without limitation the terms of this Agreement), and will safeguard such information and data by using the same degree of care that you use to protect your own confidential information. iii. Disclosure. You authorize Processor and Bank to disclose your name and address to any third party who requests such information or otherwise has a reason to know such information.

D. Return to Processor. All promotional materials, advertising displays, emblems, Sales Drafts, credit memoranda and other forms supplied to you and not purchased by you or consumed in use will remain the property of Processor and Bank and will be immediately returned to Processor upon termination of this Agreement. You will be fully liable for all loss, cost, and expense suffered or incurred by Processor and Bank arising out of the failure to return or destroy such materials following termination.

16. General Provisions.

A. Entire Agreement. This Agreement, as amended from time to time, including the Rules and the completed Merchant Application, all of which are incorporated into this Agreement, constitute the entire agreement among the four parties hereto (other than any prior agreements to which Merchant is not a party), and all prior or other agreements to which Merchant is a party or representations, written or oral, made to Merchant are superseded. This Agreement may be signed in one or more counterparts, all of which, taken together, will constitute one agreement.

B. Exclusivity. During the initial and any renewal term of this Agreement, you will not enter into an agreement with any other entity that provides credit card or debit card processing services similar to those provided by Processor and Bank as contemplated by this Agreement without Processor and Bank's written consent.

C. Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Any alteration or strikeover in the text of this pre-printed Agreement will have no binding effect, and will not be deemed to amend this Agreement. This Agreement may be executed by facsimile, and facsimile copies of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals.

D. Assignability. This Agreement may be assigned by Processor or Bank but may not be assigned by Merchant directly or by operation of law, without the prior written consent of Processor and Bank. Any such assignment in breach of this provision shall be null and void, ab initio. If Merchant nevertheless assigns this Agreement without the consent of Processor and Bank, the Agreement shall be binding upon the assignee. Bank will be immediately informed in writing of any such assignment.

E. Notices. Any written notice under this Agreement will be deemed received upon the earlier of: (i) actual receipt or (ii) five calendar days after being deposited in the United States mail, and addressed to the last address shown on the records of the sender.

MEMBER BANK INFORMATION

Deutsche Bank AG, NY Branch
80 Wall Street, 36th floor
New York, New York 10005
+49 221 98577 777 Support.deus@db.com
Debit sponsorship provided by either Wells Fargo Bank N.A. or JP Morgan Chase N.A., as applicable.

F. Bankruptcy. You will immediately notify Processor and Bank (i) of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against Merchant or any of its principals and (ii) if it could reasonably be expected that any such action or proceeding will be initiated by or against Merchant or any of its principals. You will include Processor and Bank on the list and matrix of creditors as filed with the Bankruptcy Court whether or not a claim may exist at the time of filing. Failure to comply with either of these requirements will be cause for immediate termination or any other action available to Processor and Bank under applicable Rules or Law.

G. Choice of Law/Attorney's Fees/Venue/Jury Trial Waiver. Should it be necessary for either party to defend or enforce any of its rights under this Agreement in any collection or legal action, each party agrees that the prevailing party, as permitted by State Law, shall be entitled to recover, as applicable, reasonable costs and expenses including reasonable attorney's fees, as a result of such collection or legal action. Each party agrees to waive trial by jury with respect to any litigation arising out of, relating to, or in connection with this Agreement. Each Party agrees that any and all disputes or controversies of any nature whatsoever (whether in contract, tort or otherwise) arising out of, relating to, or in connection with (i) this Agreement; (ii) the relationships which result from this Agreement, or (iii) the validity, scope, interpretation or enforceability of the choice of law and venue provisions of this Agreement, shall be governed by the laws of the State of New York, notwithstanding any conflicts of laws rules (other than NY General Obligations Law Section 5-1401), and shall be resolved, on an individual basis without resort to any form of class action and not consolidated with the claims of any other parties. Processor, Bank, you, and Guarantor agree that all actions arising out of, relating to, or in connection with (a) this Agreement, (b) the relationships which result from this Agreement, or (c) the validity, scope, interpretation or enforceability of the choice of law and venue provisions of this Agreement shall only be brought in either the courts of the State of New York sitting in Suffolk County or in the United States District Court for the Eastern District of New York, and hereby irrevocably and unconditionally submit to the personal jurisdiction of those courts in any such action.

H. Amendments. Processor will notify you on your monthly statement of any new or increased fees. Except for any fee increases imposed by Visa, MasterCard, Discover, or the debit network, you may cancel the Agreement without charge if you object to the fee changes in writing within 30 days. If you do not object, and continue to process for 30 days after receiving notice of the fee change, you will be deemed to assent to the new fees.

I. Severability and Waiver. If any provision of this Agreement is illegal, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Neither the failure nor delay by Processor or Bank to exercise, or partial exercise of, any right under this Agreement will operate as a waiver or estoppel of such right, nor shall it amend this Agreement. All waivers must be signed by the waiving party.

J. Independent Contractors. Processor, Bank and Merchant will be deemed independent contractors and will not be considered agent, joint venture or partner of the other, except as provided in 6.C and 7.A(ii).

K. Employee Actions. You are responsible for your employees' actions while in your employment.

L. Survival. Sections 4.A, 4.B, 6, 7, 8, 9, 13.C, 15, and 16.G will survive termination of this Agreement.

17. Electronic Signatures.

Under the Electronic Signatures in Global and National Commerce Act ("E-Sign"), this Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Agreement and related documents, (b) you consent and intend to be bound by the Agreement and related documents, and (c) the Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign. By pressing Submit, you agree: (i) that the Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Agreement and related documents, (iii) that you have the ability to print or otherwise store the Agreement and related documents, and (iv) to authorize Processor or Bank to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released to you.

X

(accepted by Processor)

X

(accepted by Deutsche Bank AG, New York)

CITY OF PARKVILLE

Policy Report

Date: Friday, August 26, 2016

Prepared By:
Matthew Chapman
Human Resources/Finance Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Adopt Resolution No. 16-017 to amend Article D-12 of the Parkville Personnel Manual to correct contradictory language regarding emergency closures of city hall.

BACKGROUND:

Article D-12 of the Parkville Personnel Manual outlines procedures undertaken by the city during closures of city hall due to emergency or inclement weather. A discrepancy was discovered that needs to be corrected. The section states that "non-essential full-time or part-time personnel will be compensated at their regular rate of pay for any scheduled hours of work during the period of time(s) City Hall remains closed." Later in the same section, the manual states "non-essential part-time personnel will not be compensated during closures of City Hall." It was the intent of management that non-essential part-time personnel would not be compensated during emergency or inclement weather closures of City Hall. Staff would like to make a correction in the personnel manual clarifying that non-essential part-time personnel will not be paid during closures of City Hall.

BUDGET IMPACT:

There is no direct budget impact associated with this action. The proposed change is a clarification of an existing policy.

ALTERNATIVES:

1. Approve Resolution No. 16-017 to amend Article D-12 of the Parkville Personnel Manual to clarify that non-essential part-time personnel will not be compensated during closures of city hall.
2. Approve the resolution subject to modifications requested by the Board of Aldermen.
3. Do not approve the resolution.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve Resolution No. 16-017 to amend Article D-12 of the Parkville Personnel Manual to state that non-essential part-time personnel will not be compensated during closures of city hall.

POLICY:

Section 1.A. of the Personnel Manual states that amendments may be subsequently adopted by the Board of Aldermen.

SUGGESTED MOTION:

I move to approve Resolution No. 16-017 to amend Article D-12 of the Parkville Personnel Manual to clarify that non-essential part-time personnel will not be compensated during closures of city hall.

ATTACHMENT:

1. Resolution No. 16-017
-



**CITY OF PARKVILLE, MO.
RESOLUTION No. 16-017**

**A RESOLUTION APPROVING REVISIONS TO THE PERSONNEL MANUAL FOR THE CITY
OF PARKVILLE, MISSOURI**

WHEREAS, the City of Parkville Personnel Manual was adopted by the Board of Aldermen by resolution; and

WHEREAS, following adoption of said City of Parkville Personnel Manual, it was amended by the Board of Aldermen by resolution on November 6, 2001; November 1, 2005; July 7, 2009; August 4, 2009; January 17, 2012; June 1, 2012; and December 3, 2014; and September 6, 2016 and

WHEREAS; said City of Parkville Personnel Manual is not a contract of employment and will be reviewed and amended by resolution from time to time to reflect needed changes.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby repeals and replaces Article D-12, of the Personnel Manual to read as follows:

Emergency or Inclement Weather Closures of City Hall

If the City Administrator, in consultation with the Mayor, decides to close City Hall, certain classifications of employees are required to report for duty in order to perform essential services (i.e., Police and Public Works). Departments that provide these essential services will schedule employees accordingly. Essential employees will be compensated at their regular rate of pay for actual hours worked.

Non-essential full-time personnel will be compensated at their regular rate of pay for any scheduled hours of work during the period of time(s) City Hall remains closed. Compensation at the employee's regular rate of pay during emergency or inclement weather closings is considered gratuitous, and is not a requirement. This gratuitous compensation will not be counted towards total hours worked, and is therefore excluded from calculating hours for overtime, compensatory time or other leave purposes. Non-essential part-time and seasonal personnel will not be compensated during closures of City Hall.

Employees will be notified of the decision to close City Hall via the City's Facebook page. In addition, supervisors will attempt to contact each subordinate via telephone and/or email.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 6th day of September 2016.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

CITY OF PARKVILLE
Policy Report

DATE: Wednesday August 31, 2016

Prepared By:
Jon Jordan
Captain

Reviewed By:
Kevin L. Chrisman
Chief of Police

ISSUE:

Approve a request to declare the 1997 Jeep Cherokee as surplus equipment and auction it through a vehicle auction conducted by KCI Auto Auction in Kansas City, Missouri.

BACKGROUND:

Several years ago the white, 1997, Jeep Cherokee was donated to the City of Parkville by the City of Riverside, Missouri to be used by Community Development. The Jeep does not have air conditioning and has not been used by Community Development personnel in the past several years.

In 2012 the Police Department had a need for an additional four wheel drive vehicle during inclement weather and the Jeep Cherokee is four wheel drive. Sean Ackerson, the Community Development Director at the time, approved the Police Department using the Jeep Cherokee. The Jeep Cherokee was equipped with emergency equipment and became an additional patrol vehicle to be used during inclement weather. Since then the Police Department has added several all-wheel drive patrol vehicles to the fleet therefore the Jeep is no longer needed.

BUDGET IMPACT:

Funds generated by this auction will be deposited into the General Fund.

ALTERNATIVES:

1. Declare the 1997 Jeep Cherokee as surplus and authorize staff to auction it through KCI Auto Auction of Kansas City, Missouri.
2. Declare the 1997 Jeep Cherokee as surplus and direct staff to select another option for the sale of the vehicle.
3. Do not declare the 1997 Jeep Cherokee as surplus and direct staff of another use for the vehicle.

RECOMMENDATION:

Staff recommends the Board of Alderman approve auctioning the 1997 Jeep Cherokee through KCI Auto Auction of Kansas City, Missouri.

FINANCE COMMITTEE RECOMMENDATION:

On August 29, 2016, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen declare the 1997 Jeep Cherokee as surplus and dispose of it through KCI Auto Auction.

POLICY:

Per the Purchasing Policy (Resolution No. 10-02-14), the Board of Aldermen must declare an item surplus prior to disposal if the cost to the City at the time of purchase was \$2,500 or more.

SUGGESTED MOTION:

I move to approve declaring the 1997 Jeep Cherokee as surplus and authorize staff to auction the surplus vehicle through KCI Auto Auction.

CITY OF PARKVILLE
Policy Report

Date: Tuesday, August 23, 2016

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 six 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 2016-2017 season. Hunting will be allowed between September 15, 2016, and January 15, 2017.

BUDGET IMPACT:

There is no cost to the city for the archery hunt. The City budgeted \$1,500 in 2016 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 Agreement for the Management of White-Tailed Deer Hunt (archery hunt)
2. Memorandum of Agreement 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 6th day of September 2016, 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, 2016 and January 15, 2017 (“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:

Brian Bode
Interim Chief Financial Officer
Park University
8700 N. W. River Park Drive
Parkville, MO 64152
Telephone: (816) 584-6248
Fax: (816) 746-6423
Email: brian.bode@park.edu

Park University

The City of Parkville

By: _____
Brian Bode
Interim Chief Financial Officer

By: _____
Nanette K. Johnston
Mayor

Date: September _____, 2016

Date: September _____, 2016

“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 6th day of September 2016, 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 at 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:

Brian Bode
Interim Chief Financial Officer
Park University
8700 N. W. River Park Drive
Parkville, MO 64152
Telephone: (816) 584-6248
Fax: (816) 746-6423
Email: brian.bode@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: _____
Brian Bode
Interim Chief Financial Officer

By: _____
Nanette K. Johnston
Mayor

Date: September _____, 2016
"Park"

Date: September _____, 2016
"City"

EXHIBIT A
HARVEST AREA

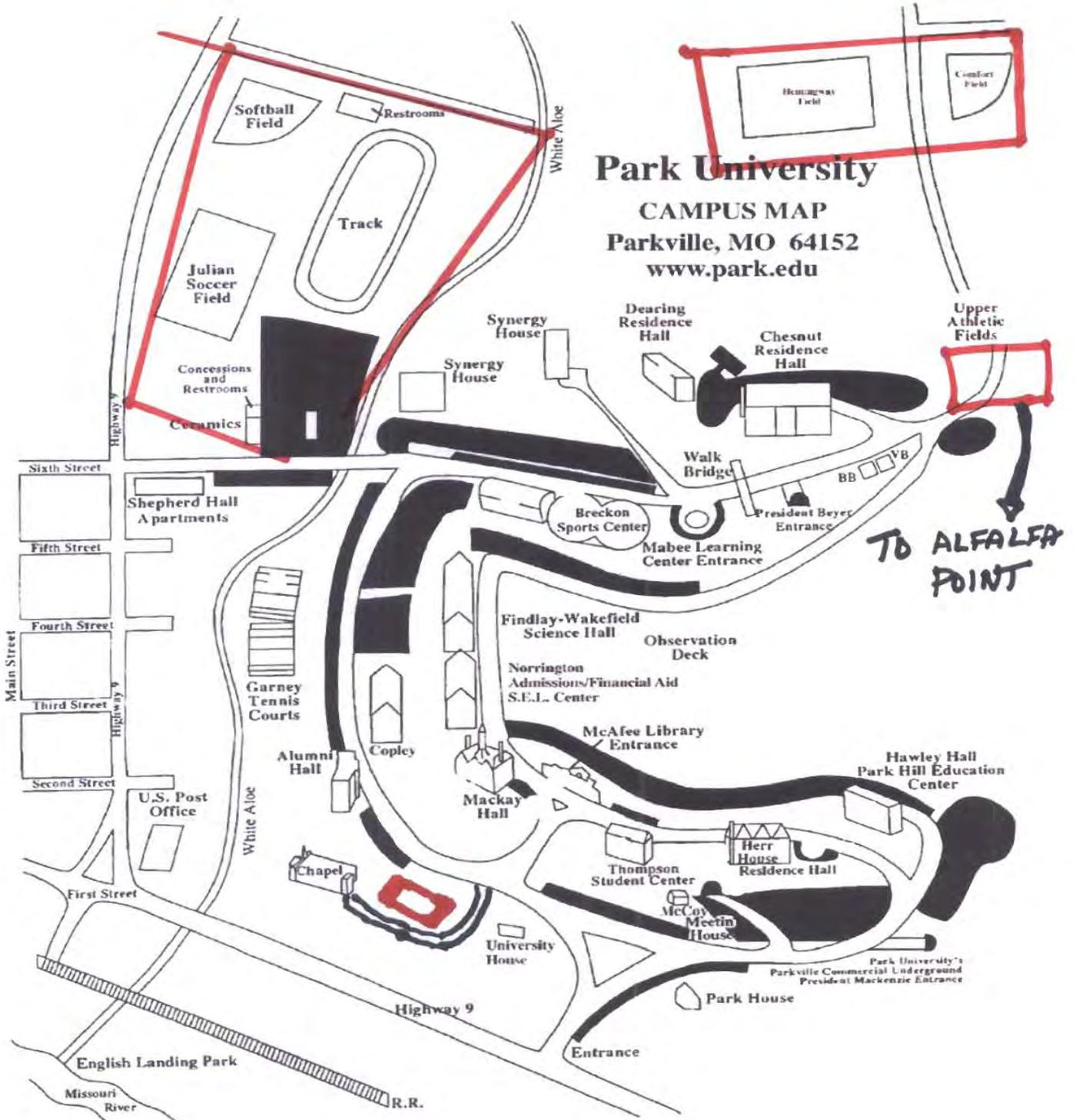


EXHIBIT B

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: Tuesday, August 30, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approve a construction agreement with Twin Traffic Marking Corp. for the 2016 Pavement Marking Program.

BACKGROUND:

The City programmed money in the 2016 Capital Improvements Program (CIP) for pavement marking. The Public Works staff has identified various streets around the City in need of being re-striped. The recommended locations for pavement marking include:

- Eastside Drive
- Cross Road
- South Crooked Road
- Brink Myers Road
- Bell Road at 45 Hwy
- 63rd Street
- N. Crooked Road
- Mill Street (Main Street to Crooked Road)

In August, the City released a bid request for the pavement marking, which included a detailed list of the proposed areas to be striped. The City received bids from two local contractors. Unit prices, as well as total project cost, were requested in the bid packet.

<u>Company</u>	<u>Total Project Cost</u>
Twin Traffic Marking Corp. (Kansas City, KS)	\$12,695.00
K & G Striping, Inc. (Riverside, MO)	\$14,467.25

The lowest bidder was Twin Traffic Marking Corp. with a total project cost of \$12,695.00. There was a slight math error in the bid tabulation for the Bell Road marking, the price extension was not listed correctly. The total contract amount shown on the bid tabulation was correct. The contract amount will reflect the correct amount.

BUDGET IMPACT:

The 2016 Capital Improvement Program includes \$20,000 for street striping. The low bid was \$12,695.00, which is within budget.

ALTERNATIVES:

1. Approve a construction agreement with Twin Traffic Marking Corp. for the 2016 Pavement Marking Program in the amount of \$12,695.00.
2. Provide alternative direction to staff.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the approval of a construction agreement with Twin Traffic Marking Corp. for the 2016 Pavement Marking Program in the amount of \$12,695.00.

FINANCE COMMITTEE RECOMMENDATION:

On August 29, 2016, by a vote of 4-0, the Finance Committee recommended that the Board of Aldermen approve a construction agreement with Twin Traffic Corp. for the 2016 Pavement Marking Program in the amount of \$12,695.

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 construction agreement with Twin Traffic Marking Corp. for the 2016 Pavement Marking Program in the amount of \$12,695.

ATTACHMENTS:

1. Bid Tabulation
2. Detailed Bid Tabulation
3. Proposed Agreement

BID TABULATION
2016 PAVEMENT MARKING PROGRAM
BID DATE: AUGUST 16, 2016, 10:00 A.M.

Bidder	TOTAL
Twin Traffic Marking Corp. (Kansas City, Kansas)	\$12,695.00 *
K & G Striping, Inc. (Riverside, MO)	\$14,467.25

*Denotes recommended contractor

BID TABULATION BREAKDOWN
2016 PAVEMENT MARKING PROGRAM
TWIN TRAFFIC MARKING CORP.

Re-stripe 4" stripes with glass beads applied directly after painting with HyBuild White and Yellow. Pavement marking should be performed utilizing truck-mounted equipment with the exception of some items listed below under "Additional Pricing".

Item	Description	Quantity	Unit	Unit Price	Total
Eastside Drive	Double Yellow Center Line	1,375	Lineal Ft.	\$.50	\$ 687.50
	Shoulder Lines White	2,750	Lineal Ft.	\$.25	\$ 687.50
Cross Road	Double Yellow Center Line	1,450	Lineal Ft.	\$.50	\$ 725.00
	Shoulder Lines White	2,900	Lineal Ft.	\$.25	\$ 725.00
Crooked Road (south)	Double Yellow Center Line	5,450	Lineal Ft.	\$.50	\$ 2,725.00
	Shoulder Lines White	8,900	Lineal Ft.	\$.25	\$ 2,225.00
Brink Myers Road	Double Yellow Center Line	1,950	Lineal Ft.	\$.50	\$ 975.00
	Shoulder Lines White	3,600	Lineal Ft.	\$.25	\$ 900.00
Bell Rd. @ 45 Highway	Double Yellow Center Line	470	Lineal Ft.	\$.50	\$ 235.00*
63 rd Street	Double Yellow Center Line	100	Lineal Ft.	\$.50	\$ 50.00
Total	Double Yellow Center Line	10,795	Lineal Ft.		\$ 5,397.50
	Shoulder Lines White	18,150	Lineal Ft.		\$ 4,537.50

RE-STRIPE TOTAL

\$ 9,935.00

*Twin Traffic Marking had a math extension error on the bid form. The error did not affect the outcome, and Twin Traffic Marking was still the low bidder.

New striping and layout on new pavement installed in 2016. Restripe 4" stripes with glass beads applied directly after painting.

N. Crooked Road	Double Yellow Center Line	1,600	Lineal Ft.	\$.60	\$ 960.00
	Shoulder Lines White	2,600	Lineal Ft.	\$.30	\$ 780.00
Mill Street (Main to Crooked Rd)	Double Yellow Center Line	1,100	Lineal Ft.	\$.60	\$ 660.00
	Shoulder Lines White	1,200	Lineal Ft.	\$.30	\$ 360.00
Total	Double Yellow Center Line	2,700	Lineal Ft.		\$ 1,620.00
	Shoulder Lines White	3,800	Lineal Ft.		\$ 1,140.00

NEW STRIPE TOTAL

\$ 2,760.00

BID TABULATION BREAKDOWN
2016 PAVEMENT MARKING PROGRAM
TWIN TRAFFIC MARKING CORP.

Additional Pricing:

Painted Stop Bars	\$ <u>80.00</u>
Thermoplastic Stop Bars	\$ <u>180.00</u>
Painted Crosswalk Bars*	\$ <u>225.00</u>
Thermoplastic Crosswalk Bars*	\$ <u>425.00</u>
Painted Turn Arrows	\$ <u>95.00</u>
Thermoplastic Turn Arrows	\$ <u>200.00</u>

*Crosswalks shall be 2-foot in width

SMALL CONSTRUCTION SERVICES AGREEMENT MAINTENANCE OR REPAIR PROJECT

THIS SERVICE AGREEMENT, entered into on this 6th day of September 2016, by and between the CITY OF PARKVILLE, MISSOURI ("City") and TWIN TRAFFIC MARKING CORP. ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

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

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. NOTICES

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

- B. Notices sent by Contractor shall be sent to:

City of Parkville
Attn: City Administrator
8880 Clark Ave.
Parkville, MO 64152
(816) 741-7676

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

Twin Traffic Marking Corp.
Attn: James Francis, President
626 N. 47th Street
Kansas City, Kansas 66102
(913) 428-2575

XII. CORRECTION OF WORK

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

XIII. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction

as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

- C. The City may terminate the Agreement for cause if the Contractor
1. refuses or fails to supply enough properly skilled workers or proper materials;
 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 5. otherwise is guilty of substantial breach of a provision of the Agreement.

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

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

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

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

XIV. MISCELLANEOUS PROVISIONS

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

- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

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

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

TWIN TRAFFIC MARKING CORP.

By: _____
James Francis, President

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

Contractor agrees to perform all the Work described in the Contract Documents, including all Addenda, for the prices presented below for each Section of the Work.

A. Striping Specifications:

1. Paint – HyBuild white and yellow
2. Application – Re-stripe 4’ stripes with glass beads applied directly after painting.
3. Work to be performed with truck-mounted equipment with the exception of some work items under “Additional Pricing” below.

Item	Description	Quantity	Unit	Unit Price	Total
Eastside Drive	Double Yellow Center Line	1,375	Lineal Ft.	\$.50	\$ 687.50
	Shoulder Lines White	2,750	Lineal Ft.	\$.25	\$ 687.50
Cross Road	Double Yellow Center Line	1,450	Lineal Ft.	\$.50	\$ 725.00
	Shoulder Lines White	2,900	Lineal Ft.	\$.25	\$ 725.00
Crooked Road (south)	Double Yellow Center Line	5,450	Lineal Ft.	\$.50	\$ 2,725.00
	Shoulder Lines White	8,900	Lineal Ft.	\$.25	\$ 2,225.00
Brink Myers Road	Double Yellow Center Line	1,950	Lineal Ft.	\$.50	\$ 975.00
	Shoulder Lines White	3,600	Lineal Ft.	\$.25	\$ 900.00
Bell Rd. @ 45 Highway	Double Yellow Center Line	470	Lineal Ft.	\$.50	\$ 235.00
63 rd Street	Double Yellow Center Line	100	Lineal Ft.	\$.50	\$ 50.00
Restripe - Total	Double Yellow Center Line	10,795	Lineal Ft.	\$.50	\$ 5,397.50
	Shoulder Lines White	18,150	Lineal Ft.	\$.25	\$ 4,537.50

Restripe – Total

\$ 9,935.00

New striping and layout on new pavement installed in 2016. Restripe 4' stripes with glass beads applied directly after painting.

N. Crooked Road	Double Yellow Center Line	1,600	Lineal Ft.	\$.60	\$960.00
	Shoulder Lines White	2,600	Lineal Ft.	\$.30	\$780.00
Mill Street (Main St to Crooked Rd)	Double Yellow Center Line	1,100	Lineal Ft.	\$.60	\$660.00
	Shoulder Lines White	1,200	Lineal Ft.	\$.30	\$360.00
New Striping - Total	Double Yellow Center Line	2,700	Lineal Ft.	\$.60	\$1,620.00
	Shoulder Lines White	3,800	Lineal Ft.	\$.30	\$1,140.00

New Stripe – Total \$2,760.00

TOTAL PROJECT PRICE **\$ 12,695.00**

Additional Pricing:

Painted Stop Bars	\$ <u>80.00</u>	Price per Lineal Foot
Thermoplastic Stop Bars	\$ <u>180.00</u>	Price per Lineal Foot
Painted Crosswalk Bars*	\$ <u>225.00</u>	Price per Lineal Foot
Thermoplastic Crosswalk Bars*	\$ <u>425.00</u>	Price per Lineal Foot
Painted Turn Arrows	\$ <u>95.00</u>	Price per Each
Thermoplastic Turn Arrows	\$ <u>200.00</u>	Price per Each

*Crosswalks shall be 2 foot in width

- B. All work **must be** coordinated in advance with Alan Schank, Director of Operations, at 913-915-4156. Exact locations for striping will be determined and staked on-site, with visual inspection and approval to be provided by Mr. Schank as the City’s authorized representative.
- C. Work shall be completed within 60 days from Notice to Proceed.
- D. Contractor must maintain a City of Parkville Business License.

CITY OF PARKVILLE

Policy Report

Date: Tuesday, August 30, 2016

Prepared By:

Matthew Chapman
Finance/Human Resources Director

Reviewed By:

Lauren Palmer
City Administrator

ISSUE:

Approve a professional services agreement with TekCollect for a pilot project to collect delinquent account balances owed by sewer customers.

BACKGROUND:

In November 2012 the City of Parkville assumed responsibility for the billing and collection of sewer services. Sewer billing had previously been contracted with Missouri American Water. The billing clerk is responsible for all of the City's accounts payable processing as well as all sewer billing and collections. A significant portion of her time is being dedicated to attempting to collect from customers whose sewer accounts are delinquent. Staff has determined that a portion of these accounts are still considered collectible, but staff has exhausted all reasonable resources attempting to collect these past due amounts. In some cases, the delinquencies are many months old or attributable to past customers who no longer live in Parkville.

Staff would like to assign a portion of delinquent accounts to a professional collection agency with experience in these types of utility collections. TekCollect currently provides collection services to Co-Mo Electric Cooperative in Tipton, Missouri as well as Kansas City Water Services. Staff has identified 38 accounts totaling \$17,223.23 deemed ready to submit to collections. TekCollect has historically collected between 64 and 68% of accounts turned over to them. Once a trial period of six months has been completed, staff will evaluate and determine if the collection agency is providing value to the city and collecting funds that would otherwise be written off. At that time if there is consensus to continue the service, staff will recommend commencing a formal request for proposals process to competitively select a professional collection agency to engage in a long-term capacity.

BUDGET IMPACT:

TekCollect will charge the city \$18 per account submitted for collections. Based on the initial submittal of accounts and anticipated additional accounts submitted during the trial period, budget impact is expected to be approximately \$1,100. A conservative estimate of delinquent sewer collections as a result of this agreement would be \$8,000.

ALTERNATIVES:

1. Approve a professional services agreement with TekCollect for a pilot program to collect delinquent account balances owed by sewer customers.
2. Do not approve the recommendation and provide further direction.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve a professional services agreement with TekCollect to attempt to collect past due sewer accounts.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on August 29, 2016, the Finance Committee, on a vote of 4-0, recommended that the Board of Aldermen approve a professional services agreement with TekCollect for a pilot program to collect delinquent account balances owed by sewer customers.

POLICY:

Per the Purchasing Policy, Resolution No. 10-02-14, the Finance Committee may authorize purchases up to \$10,000. Although the estimated purchase amount of this pilot program is within staff authority, action is requested by the Finance Committee and the Board of Aldermen since this represents a change in policy for sewer billing.

SUGGESTED MOTION:

I move to approve a professional services agreement with TekCollect for the collection of delinquent sewer account funds due.

ATTACHMENT:

1. Collection Agency Professional Services Agreement
-

COLLECTION AGENCY PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 6th day of September 2016, by and between the CITY OF PARKVILLE, MISSOURI (“City”) and TEKCOLLECT (“Service Provider”).

WHEREAS, the City requires a collection agency to collect monies owed on delinquent sewer accounts (“Project”); and

WHEREAS, Service Provider 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 delinquent sewer account collection services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Scope of Services and Fees, 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. Services will be billed at a rate of \$18 per customer account turned over from the City of Parkville to TekCollect.
 - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
 - c. In no case would the costs incurred in submitting accounts exceed the revenues earned through the collection process.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, 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 within the timeframe(s) outlined in Exhibit A – Scope of Services and Fees.
- 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

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

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: Finance/Human Resources Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
 - mchapman@parkvillemo.gov

- A. Notices sent by the City shall be sent to:
 - TekCollect
 - Attn: Ken Wilson
 - 871 Park Street
 - Columbus, OH 43215
 - kwilson@tekcollect.com

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of

termination at the rates set forth on Exhibit A, or if the appropriate compensation of services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
 - ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

XIII. 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

TEKCOLLECT

By: _____
Ken Wilson, Division Vice President

EXHIBIT A

TekCollect

871 Park Street
Columbus, Ohio 43215
www.tekcollect.com

Third Party | Binary Collection Program Basic System

TekCollect's Binary Basic System is a two-phased comprehensive approach to facilitating responsible party communication and payment by leveraging third party authority. It ensures the highest possible recovery rates for past due accounts receivables.

Primary Phase Protocol

- **Audit telephone campaign** is executed, consisting of 12 attempts over 7 days. Calls take place during the morning; evening, and weekend hours to maximize responsible party contact. When possible, voicemail messages will be left, and returned calls will be answered as TekCollect to leverage third party authority.
- **Five written contacts** will be made, beginning with a non-alienating Balance Verification Audit Notice to inform the responsible party of their obligation. The final written contact is an Attorney Demand.
- **Collection telephone campaigns** will be executed, each consisting of three attempts. Calls will take place during morning; evening and weekend hours to maximize responsible party contact. When possible, voicemail messages will be left, and returned calls will be answered as TekCollect to leverage third party authority.
- TekCollect will conduct extensive **electronic database skip tracing** to ensure valid contact information for the successful delivery of verbal and written communications.
- **Monitoring and Tracking** – TekCollect monitors and tracks all work performed by their agents. We are fully compliant with the GLBA, FDCPA, HIPAA, FCRA, FACTA, Red Flag Rules and all legislation related to the Accounts Receivable Management Industry. For the purposes of compliance and effective management, TekCollect records all of its calls, both inbound and outbound.
- TekCollect will accept and process payments on behalf of the Client. We employ maximum safeguards per government standards for secure data transmission.
- Any account remaining uncollected after the Primary Phase can be transferred to TekCollect Secondary Contingent Recovery Division (SCRD).

Page 1

Providing your business with the most advanced accounts receivable management, collections and customer retention solutions.

Secondary Phase Protocol

- The Assignment Transfer Notice will be sent to you approximately two weeks after the Attorney Demand is served, completing the Binary Program's Primary Phase.
- At your discretion, any account uncollected during the Primary Phase can be automatically transferred to TekCollect Secondary Contingent Recovery Division (SCRD).
- SCRD maintains one of the industry's foremost litigation service departments and is specially structured to pursue and salvage second placements.
- SCRD employs comprehensive secondary protocol including intensive skip tracing and asset searches by a specialized staff.
- Accounts that transfer to the Second Phase of Collection will be reported to all major national Credit Bureaus, at no cost, to affect the responsible party's credit.

System Details:

Binary Collection Program: For Balances Less Than \$400

Balance Verification Audit Notice	Day 0
Audit Call Campaign	Day 14-20
Pre-Litigation Letter	Day 30
Telephone Campaign	Day 35-42
Mailgram Letter	Day 45
Telephone Campaign	Day 50-57
Telephone Campaign	Day 70-77
Final Demand Letter	Day 75
Telephone Campaign	Day 84-90
Attorney Demand Letter	Day 90
Assignment Transfer Notice	Day 90
Transferred to SCRD	Day 120
Report to Credit Bureaus	Day 120

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain, through the duration of this Agreement and for at least two years after final payment by the City, Professional Liability – Errors and Omissions Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker’s Compensation and Employer’s Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it:
 - a. Is licensed to do business in the State of Missouri;
 - b. Carries a Best’s policy holder rating of A or better; and
 - c. Carries at least a Class X financial rating.
2. 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. Service 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.

CITY OF PARKVILLE
Policy Report

Date: Friday September 02, 2016

Prepared By:
Emily Crook
Billing Clerk

Reviewed By:
Matthew Chapman
Finance/Human Resources Director

ISSUE:

Approval of Accounts Payable Invoices, 1st of the Month Checks, Electronic Funds Transfer (EFT) Payments, Credit and Debit Card Processing Fees, and Payroll Expenditures from 08/13/2016 through 09/02/2016.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from August 13, 2016 through September 02, 2016. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$199,710.40
Insurance Payments	\$45,736.73
1 st of the Month	\$0.00
EFT Payments	\$0.00
Processing Fees	\$0.00
Payroll	\$89,756.32
TOTAL	\$335,203.45

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 \$335,203.45 of city funds to pay salaries and accounts.

ATTACHMENTS:

1. Accounts Payable
2. Insurance Payments
3. Payroll
4. Carquest Purchases
5. P & G Hardware Purchases

PACKET: 05731 Regular Payments-08/16/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01766	American Waste Systems, Inc. I-68100007	Portable Restroom-NS	R	8/17/2016		95.00CR	035756	95.00
00238	G-W Trash Service I-May to July	Trash Service-ST/PK	R	8/17/2016		375.00CR	035757	375.00
02471	Gwenda Hawk I-1558820001	Sewer Refund-SW	R	8/17/2016		39.84CR	035758	39.84
02253	InfoDeli I-Parkmo.gov-026 I-Parkmo.gov-027 I-Parkmo.gov-028	May Web Host Serv-IT June Web Host Serv-IT July Web Host Serv-IT	R R R	8/17/2016 8/17/2016 8/17/2016		20.00CR 20.00CR 20.00CR	035759 035759 035759	60.00
00503	Insituform Technologies U I-Pay Estimate 5	San Sew Phase 2 Rep-SW	R	8/17/2016		124,054.83CR	035760	124,054.83
01888	Kevin Chrisman I-Exp Rpt 08/04/2016	Met Chief/Sheriff Luncheon-PD	R	8/17/2016		16.00CR	035761	16.00
01646	Missouri Department of Public Safety I-E16-74270	Elevator Certificate Notice-AD	R	8/17/2016		25.00CR	035762	25.00
01701	Platte County Citizen I-7/27	Various Job Ads-PK/AD/CD	R	8/17/2016		111.60CR	035763	111.60
01739	Print Time I-9052943-IN	Pre-Print/Window Envelopes-AD	R	8/17/2016		93.40CR	035764	93.40
01390	Riss Lake Homes Association I-GP 08/2016	Grinder Pump Transfer-SW	R	8/17/2016		29,951.74CR	035765	29,951.74
02317	UMB Bank, N.A. I-143957	HSA Fees-AD/PD/ST	R	8/17/2016		22.50CR	035766	22.50

PACKET: 05731 Regular Payments-08/16/2016

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01614	KCPL							
	I-Due 07/08/2016	Electricity Due 07/08/2016	D	8/16/2016		17.45CR	000014	17.45
00314	Pitney Bowes-Purchase Power							
	I-July 2016	July 2016 Postage	D	8/16/2016		422.99CR	000015	422.99

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	11	0.00	154,844.91	154,844.91
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	440.44	440.44
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:	13	0.00	155,285.35	155,285.35

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05733 Regular Payments-08/16/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02407	Gunter Construction Company							
	I-Pay App 6 - Final	Route 9 Entryway Project-95	R	8/17/2016		2,338.25CR	035767	2,338.25
01405	Platte County Recorder of Deeds							
	I-10 W 11th Street	Property Lien at 10 W 11th-SW	R	8/17/2016		24.00CR	035768	24.00

PACKET: 05733 Regular Payments-08/16/2016

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00160	Missouri Gas Energy							
	I-Due 08/09/2016	Gas Due 08/09/2016	D	8/16/2016		79.75	CR 000016	79.75

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	2,362.25	2,362.25
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	79.75	79.75
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:	3	0.00	2,442.00	2,442.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00044	Park Bank							
	I-T1 201608194164	Federal Withholding	D	8/19/2016		7,913.31CR	000017	
	I-T3 201608194164	FICA W/H	D	8/19/2016		8,953.34CR	000017	
	I-T4 201608194164	Medicare W/H	D	8/19/2016		2,093.88CR	000017	18,960.53

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	18,960.53	18,960.53
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	18,960.53	18,960.53

AL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05739 Regular Payments-08/24/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02144	Dick Smith Ford, Inc. I-101565	New Police Vehicle-CIP	R	8/25/2016		27,125.00CR	035769	27,125.00
01200	Digital Ally Inc. I-ORD10116091	DMV-800 Video System-PD	R	8/25/2016		3,495.00CR	035770	3,495.00
00159	Missouri American Water I-Due 09/06/2016	Water Due 09/06/2016	R	8/25/2016		16.36CR	035771	16.36
01405	Platte County Recorder of Deeds I-07/06/2016	Spec Warranty Deed Rec Fee-AD	R	8/25/2016		36.00CR	035772	36.00
00062	Tyler Techonologies, Inc I-025-163750	Install/Config Incode Upgr-AD	R	8/25/2016		500.00CR	035773	500.00
02181	Zerger & Mauer LLP I-11508 I-15072	Forclosures Legal Fees-AD Forclosures Legal Fees-AD	R R	8/25/2016 8/25/2016		843.09CR 1,424.47CR	035774 035774	2,267.56

PACKET: 05744 Addtl EOM Benefits August
 VENDOR SET: 01
 BANK : AP Pooled Cash Regular AP

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01711	BCBSKC I-201608264165	BCBSKC	R	8/26/2016		1,696.72CR	035788	1,696.72

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,696.72	1,696.72
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	1,696.72	1,696.72

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05742 EOM Benefits August

VENDOR SET: 01

**** CHECK LISTING ****

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00005	AFLAC							
	I-AFP201608044163	AFLAC PRETAX	R	8/26/2016		105.92CR	035776	
	I-AFP201608194164	AFLAC PRETAX	R	8/26/2016		105.92CR	035776	211.84
00136	State of Missouri							
	I-T2 201608044163	State Withholdings	R	8/26/2016		2,411.66CR	035777	
	I-T2 201608194164	State Withholdings	R	8/26/2016		2,435.66CR	035777	4,847.32
00137	Kansas City Life Insuranc							
	I-LTD201608044163	Long Term Disability	R	8/26/2016		184.62CR	035778	
	I-LTD201608194164	Long Term Disability	R	8/26/2016		184.62CR	035778	369.24
00794	Delta Dental							
	I-DNC201608044163	Delta Dental Insurance	R	8/26/2016		205.36CR	035779	
	I-DNC201608194164	Delta Dental Insurance	R	8/26/2016		205.36CR	035779	
	I-DNF201608044163	Delta Dental Insurance	R	8/26/2016		296.56CR	035779	
	I-DNF201608194164	Delta Dental Insurance	R	8/26/2016		296.56CR	035779	
	I-DNP201608044163	DENTAL PRETAX	R	8/26/2016		462.40CR	035779	
	I-DNP201608194164	DENTAL PRETAX	R	8/26/2016		485.52CR	035779	
	I-DNS201608044163	Delta Dental Insurance	R	8/26/2016		185.04CR	035779	
	I-DNS201608194164	Delta Dental Insurance	R	8/26/2016		185.04CR	035779	2,321.84
01711	BCBSKC							
	I-ADD201608044163	ADD on BCBS Bill	R	8/26/2016		24.72CR	035780	
	I-ADD201608194164	ADD on BCBS Bill	R	8/26/2016		24.72CR	035780	
	I-BCC201608044163	BCBS Insurance	R	8/26/2016		446.00CR	035780	
	I-BCC201608194164	BCBS Insurance	R	8/26/2016		446.00CR	035780	
	I-BCE201608044163	BCKSKC Insurance	R	8/26/2016		1,641.50CR	035780	
	I-BCE201608194164	BCKSKC Insurance	R	8/26/2016		1,876.00CR	035780	
	I-BCF201608044163	BCBS Insurance	R	8/26/2016		1,452.00CR	035780	
	I-BCF201608194164	BCBS Insurance	R	8/26/2016		1,452.00CR	035780	
	I-BCS201608044163	BCBS Insurance	R	8/26/2016		492.00CR	035780	
	I-BCS201608194164	BCBS Insurance	R	8/26/2016		492.00CR	035780	
	I-HDC201608044163	BCBS Insurance	R	8/26/2016		1,520.00CR	035780	
	I-HDC201608194164	BCBS Insurance	R	8/26/2016		1,520.00CR	035780	
	I-HDE201608044163	BCBS Insurance	R	8/26/2016		1,200.00CR	035780	
	I-HDE201608194164	BCBS Insurance	R	8/26/2016		1,200.00CR	035780	
	I-HDF201608044163	BCBS Insurance	R	8/26/2016		1,857.00CR	035780	
	I-HDF201608194164	BCBS Insurance	R	8/26/2016		1,857.00CR	035780	
	I-HDS201608044163	BCBS Insurance	R	8/26/2016		420.00CR	035780	
	I-HDS201608194164	BCBS Insurance	R	8/26/2016		420.00CR	035780	
	I-HSE201608044163	BCBS Insurance	R	8/26/2016		1,330.00CR	035780	
	I-HSE201608194164	BCBS Insurance	R	8/26/2016		1,330.00CR	035780	
	I-HSF201608044163	BCBS Insurance	R	8/26/2016		588.00CR	035780	
	I-HSF201608194164	BCBS Insurance	R	8/26/2016		588.00CR	035780	
	I-LID201608044163	BC/BS Dependent Life Ins	R	8/26/2016		11.78CR	035780	
	I-LID201608194164	BC/BS Dependent Life Ins	R	8/26/2016		12.16CR	035780	
	I-LIF201608044163	BC/BS Life Insurance	R	8/26/2016		163.34CR	035780	
	I-LIF201608194164	BC/BS Life Insurance	R	8/26/2016		163.34CR	035780	22,527.56

PACKET: 05742 EOM Benefits August

VENDOR SET: 01

**** CHECK LISTING ****

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	8/26/2016			035781	**VOID**
VOID	VOID CHECK		V	8/26/2016			035782	**VOID**
01718	VSP							
	I-VSP201608044163	Vision Care Employee Premiums	R	8/26/2016		99.52CR	035783	
	I-VSP201608194164	Vision Care Employee Premiums	R	8/26/2016		105.94CR	035783	205.46
01730	LAGERS							
	I-CSR201608044163	LAGERS RETIREMENT	R	8/26/2016		3,355.13CR	035784	
	I-CSR201608194164	LAGERS RETIREMENT	R	8/26/2016		3,398.14CR	035784	
	I-R&P201608044163	City/PD Ret Contribution	R	8/26/2016		2,599.10CR	035784	
	I-R&P201608194164	City/PD Ret Contribution	R	8/26/2016		2,723.86CR	035784	12,076.23
01807	City of Parkville/Flex Plan							
	I-FLX201608044163	Flex Plan	R	8/26/2016		382.26CR	035785	
	I-FLX201608194164	Flex Plan	R	8/26/2016		382.26CR	035785	764.52
02290	Colonial Life							
	I-COA201608044163	Colonial Life After Tax	R	8/26/2016		124.93CR	035786	
	I-COA201608194164	Colonial Life After Tax	R	8/26/2016		124.93CR	035786	
	I-COP201608044163	Colonial Life PreTax	R	8/26/2016		121.45CR	035786	
	I-COP201608194164	Colonial Life PreTax	R	8/26/2016		121.45CR	035786	492.76
02434	Bessine Walterbach, LLP							
	I-GTR201608044163	T Rizzuti - Garnishment	R	8/26/2016		111.62CR	035787	
	I-GTR201608194164	T Rizzuti - Garnishment	R	8/26/2016		111.62CR	035787	223.24

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	10	0.00	44,040.01	44,040.01
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	12	0.00	44,040.01	44,040.01

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05746 Regular Payments-08/31/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00002	A & M Printing I-57775	Poster Printing-PW	R	9/07/2016		15.00CR	035789	15.00
02018	Ace ImageWear I-0554395	Shop Rags/Towels/Soap-ST	R	9/07/2016		61.38CR	035790	61.38
00934	Allen's Water Service I-203	Water-ST	R	9/07/2016		150.00CR	035791	150.00
00593	Alliance Water Resources, I-7012	August 2016 Contract Op-SW	R	9/07/2016		24,376.92CR	035792	24,376.92
00023	Board of Police Commissioners I-9782 I-9783	Firearm Training-PD Firearm Training-PD	R R	9/07/2016 9/07/2016		560.00CR 210.00CR	035793 035793	770.00
02472	Cheryl Jones I-8/15	Reimburse Car Damage-AD	R	9/07/2016		304.90CR	035794	304.90
00977	Curious Eye Productions I-057-016	July Video Services-PI	R	9/07/2016		950.00CR	035795	950.00
00156	Dave's Foreign Car Repair LLC I-134,643 I-134,647 I-134,654 I-134,697 I-134,698 I-134,699 I-134,707 I-134,712 I-134,728	Brakes & Front Tire Repair-PD V603 R Front Wheel Bearing-PD V606 Oil Change-PD V606 Oil Change-PD V605 Oil Change-PD V601 Oil Change-PD V603 Oil Change-PD V604 Oil Change-PD Chief's Car Oil Change-PD	R R R R R R R R R	9/07/2016 9/07/2016 9/07/2016 9/07/2016 9/07/2016 9/07/2016 9/07/2016 9/07/2016 9/07/2016		463.17CR 366.14CR 35.00CR 35.00CR 35.00CR 35.00CR 35.00CR 35.00CR 35.00CR	035796 035796 035796 035796 035796 035796 035796 035796 035796	1,074.31
02175	eNet I-4695 I-4696	Aug-Sept Back-Up Serv-IT July IT Services-IT	R R	9/07/2016 9/07/2016		354.00CR 1,396.14CR	035797 035797	1,750.14
02168	Gail Gene Derr I-865965	Old PV Cemetary Mowing-AD	R	9/07/2016		460.00CR	035798	460.00
00052	Glen's Automotive Service Center, Inc I-97135	2013 Truck Repairs-TP	R	9/07/2016		661.94CR	035799	661.94

PACKET: 05746 Regular Payments-08/31/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01523	Haven's Construction Company, Inc. I-8990	River Hill Storm Sew Modif-TP	R	9/07/2016		3,596.41CR	035800	3,596.41
02253	InfoDeli I-ParkMO.gov-029	Sept Web Host Serv-IT	R	9/07/2016		20.00CR	035801	20.00
01752	InterPrecision LLC I-JBPark4Aug	Spanish Interpreter-CT	R	9/07/2016		120.35CR	035802	120.35
02342	Kaw Valley Engineering, INC. I-C26467	WWTP Storage Build Mat Test-SW	R	9/07/2016		348.50CR	035803	348.50
01888	Kevin Chrisman I-Exp Rpt 08/23/2016	Chrisman LECC Training Sem-PD	R	9/07/2016		65.50CR	035804	65.50
01097	Lippert Mechanical Service Corp I-K770538 I-SI2025804	Janitorial Supplies-AD Booking Room AC Issue-AD	R R	9/07/2016 9/07/2016		155.23CR 403.30CR	035805 035805	558.53
00232	Martin Marietta I-1368608 I-1368609 I-1368611	Rock Spinnaker Sew Line Rep-SW Rock Spinnaker Sew Line Rep-SW Rock Spinnaker Sew Line Rep-SW	R R R	9/07/2016 9/07/2016 9/07/2016		49.27CR 47.80CR 42.94CR	035806 035806 035806	140.01
00084	McConnell & Associates Co I-99879	White Paint & Glass Beads-TP	R	9/07/2016		189.90CR	035807	189.90
01879	Midwest Public Risk I-FY15-16WCA.95	FY 15-16 Workers' Comp	R	9/07/2016		1,689.42CR	035808	1,689.42
00159	Missouri American Water I-4000100242	Water Disconnect/Reconnect-SW	R	9/07/2016		57.00CR	035809	57.00
01582	Northland Sign & Decal Company I-881	Truck Door Decals-TP	R	9/07/2016		135.00CR	035810	135.00
01873	Parkville Economic Development Council I-1073	Economic Summit Luncheon-AD	R	9/07/2016		350.00CR	035811	350.00
02271	Payless Office Products, Inc. I-2758656-0	Standard/Legal Copy Paper-AD	R	9/07/2016		183.50CR	035812	183.50

PACKET: 05746 Regular Payments-08/31/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01405	Platte County Recorder of Deeds I-08302016	San Sew Easements (2)-SW	R	9/07/2016		66.00CR	035813	66.00
00218	Platte County Sheriff's D I-8BB-PCDC-2016-57	Prisoner Boarding-CT	R	9/07/2016		1,085.00CR	035814	1,085.00
00107	Platte Rental & Supply I-29209-1 I-29294-1 I-29394-1	Oil-TP Sprocket Cover-TP Chain Saw Files-TP	R	9/07/2016		58.10CR 18.22CR 5.99CR	035815 035815 035815	82.31
00111	PsychLogic I-08.24.16	Haynes Psych Test-PD	R	9/07/2016		200.00CR	035816	200.00
02473	Sodexo Inc & Affiliates I-206386	Board Strat Plan Sess Food-AD	R	9/07/2016		444.70CR	035817	444.70
02349	The Novak Consulting Group I-1131	Strat Plan Facilitate Serv-AD	R	9/07/2016		4,500.00CR	035818	4,500.00
01546	Thoroughbred Ford I-1FAHP2MK5FG1	V606 Trunk Lift Assemblies-PD	R	9/07/2016		66.36CR	035819	66.36
02264	TSYS Merchant Solutions I-Apr-16 I-Jun-16 I-Mar-16 I-May-16	Processing Fees-CT Processing Fees-CT Processing Fees-CT Processing Fees-CT	R	9/07/2016		220.62CR 225.54CR 208.16CR 154.99CR	035820 035820 035820 035820	809.31
00062	Tyler Techonologies, Inc I-025-159588	Incode Court Module-CT	R	9/07/2016		2,391.75CR	035821	2,391.75
00150	Vance Bros Inc I-IA 4042	2016 Microsurfacing Program-TP	R	9/07/2016		18,648.00CR	035822	18,648.00
00152	Watts Up I-3455908	Downtown/Park Light Bulbs-TP	R	9/07/2016		222.00CR	035823	222.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	35	0.00	66,544.14	66,544.14
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	35	0.00	66,544.14	66,544.14

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00002	A & M Printing							
	I-33503	Temp Sigh Permit Labels-CD	R	9/07/2016		40.24CR	035826	
	I-57765	Public Notice Sign-CD	R	9/07/2016		10.20CR	035826	
	I-577753	Dog Park Laminated Signage-AD	R	9/07/2016		73.00CR	035826	123.44
00016	Above & Beyond							
	I-14590	Spirit Fountain-PK	R	9/07/2016		64.94CR	035827	64.94
00004	ADH Hitch & Truck Access							
	I-112358	Propane Fill-PK	R	9/07/2016		15.41CR	035828	
	I-11690	Trailer Light-PK	R	9/07/2016		10.00CR	035828	25.41
00174	Bernie Electric Wholesale, Inc.							
	I-5100045095.001	GFI's & Screwdrivers-PK	R	9/07/2016		169.94CR	035829	169.94
00012	Carquest Auto Parts Store							
	I-07/31/2016 Stmt	07/31/2016 Stmt	R	9/07/2016		184.79CR	035830	184.79
01762	Eagle Elevator Corp.							
	I-0816150	Elevator Repair-AD	R	9/07/2016		1,760.00CR	035831	1,760.00
01181	Four Star Electric							
	I-29721	Pedestal Repairs-PK	R	9/07/2016		310.00CR	035832	310.00
01016	FTC Equipment							
	I-9743	Replacement Valve-SW	R	9/07/2016		995.00CR	035833	995.00
01421	Full Nelson Plumbing, Inc							
	I-14257	Restroom Repair-PK	R	9/07/2016		315.00CR	035834	315.00
00052	Glen's Automotive Service Center, Inc							
	I-97146	Escape Oil/Filter Change-CD	R	9/07/2016		51.58CR	035835	51.58
02353	Green Touch Lawn & Tree							
	I-91861	Rush Creek Weed Control-PK	R	9/07/2016		715.00CR	035836	715.00
00496	Gunter Pest Management, Inc.							
	I-1197400	Pest Control-AD	R	9/07/2016		50.00CR	035837	50.00
00055	H&H Septic Service, Inc.							
	I-39057	Basin for Mixer Repair-SW	R	9/07/2016		962.50CR	035838	
	I-39184	Clean RiverChase Force Main-SW	R	9/07/2016		1,050.00CR	035838	2,012.50

PACKET: 05755 Regular Payments-09/01/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02131	Heritage Tractor, Inc. I-1641102	Mower Deck Parts-PK	R	9/07/2016		76.32CR	035839	76.32
02475	Inspect USA I-38473	Receptacle Test/Can Smoke-CD	R	9/07/2016		103.61CR	035840	103.61
01097	Lippert Mechanical Service Corp I-SI2025419	Prevent Maintain Contract-AD	R	9/07/2016		633.33CR	035841	633.33
01018	Main Street Parkville Assn I-8/24/2016	Damage Deposit Refund-AD	R	9/07/2016		1,000.00CR	035842	1,000.00
00088	Miller's Heritage Landscape I-18410 I-18411 I-19760	Backflow Certification-PK Irrigation Spring Turn-On-PK Pocket Park Irrigation-PK	R R R	9/07/2016 9/07/2016 9/07/2016		55.00CR 75.00CR 190.00CR	035843 035843 035843	320.00
00159	Missouri American Water I-Due09/07/2016	Water Due 09/07/2016	R	9/07/2016		71.46CR	035844	71.46
00160	Missouri Gas Energy I-Due 09/08/2016	Gas Due 09/08/2016	R	9/07/2016		80.71CR	035845	80.71
00303	MO Dept of Natural Resou I-3460170163	Ann Sew Connect Fees-SW	R	9/07/2016		1,789.04CR	035846	1,789.04
00272	Overhead Door Company of Kansas City I-08-15-2016	Building Door Keys-AD	R	9/07/2016		81.30CR	035847	81.30
00097	P & G Hardware I-Stmt 08/16/2016	Stmt 08/16/2016	R	9/07/2016		161.37CR	035848	161.37
01168	Parkville Chamber of Commerce I-2984 I-3109	Johnston/Plumb Membership-AD Reimbursement for Signage-AD	R R	9/07/2016 9/07/2016		190.00CR 140.00CR	035849 035849	330.00
00117	Reeves Wiedeman Company I-4869040	Urinal Valve Kit-PK	R	9/07/2016		9.59CR	035850	9.59
01982	Rejis Commission I-INV0049838	REJIS Fee-PD	R	9/07/2016		65.07CR	035851	65.07

PACKET: 05755 Regular Payments-09/01/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00274	Ricoh USA, Inc. I-5043978552	Copy Machine Contract-PD	R	9/07/2016		118.83CR	035852	118.83
00395	River City T's I-E51416	Logo Polos/Jackets-CD	R	9/07/2016		164.48CR	035853	164.48
00838	The Work Zone, Inc. I-43116	Cones-PK	R	9/07/2016		126.00CR	035854	126.00
01099	Toshiba I-12994828 I-12994829	Black Counter-AD/CT Color Counter-AD/CT	R R	9/07/2016 9/07/2016		84.74CR 229.97CR	035855 035855	 314.71
02409	UniFirst Corporation I-226 0446493	Rug Cleaning & Rental-AD	R	9/07/2016		54.40CR	035856	54.40
00401	Welds Supply Inc I-106411	Weed Burner-PK	R	9/07/2016		88.90CR	035857	88.90

PACKET: 05755 Regular Payments-09/01/2016

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

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01614	KCPL							
	I-Due 09/06/2016	Electricity Due 09/06/2016	D	9/06/2016		2,756.21CR	000020	
	I-Due 09/13/2016	Electricity Due 09/13/2016	D	9/06/2016		6,158.30CR	000020	8,914.51
01614	KCPL							
	I-Due 09/12/2016	Electricity Due 09/12/2016	D	9/07/2016		283.06CR	000021	283.06

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	32	0.00	12,366.72	12,366.72
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	9,197.57	9,197.57
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:	34	0.00	21,564.29	21,564.29

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05756 Regular Payments-08/19/2018

**** CHECK LISTING ****

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 09/08/2016	Water Due 09/08/2016	R	9/06/2016		15.58CR	035858	15.58

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	15.58	15.58
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	15.58	15.58

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05757 Regular Payments-08/18/2016

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 09/09/2016	Water Due 09/09/2016	R	9/07/2016		1,390.32CR	035859	1,390.32

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,390.32	1,390.32
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	1,390.32	1,390.32

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05758 Regular Payments-08/19/16

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00159	Missouri American Water							
	I-Due 09/12/2016	Water Due 09/12/2016	R	9/07/2016		16.33CR	035860	16.33

* * T O T A L S * *

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

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00012	Carquest Auto Parts Store							
	I-07/31/2016 Stmt		R 9/07/2016			035830		
10	505.06-21-00	Vehicle Repair & Maintenance	Replacement Headligh	48.98				
40	520.06-21-00	Vehicle & Equipment Maintenance	Tail Light Parts-TP	8.57				
10	520.05-21-00	Handtools	Tractor Hitch Pin-ST	12.66				
10	520.05-21-00	Handtools	Spray Nozzle-ST	4.59				
40	520.06-22-00	Vehicle & Equipment	Gas & Oil Oil & Filters-TP	109.99				184.79

* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		1	184.79	0.00	184.79
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 505.06-21-00	Vehicle Repair & Maintenance	48.98
10 520.05-21-00	Handtools	17.25
	*** FUND TOTAL ***	66.23
40 520.06-21-00	Vehicle & Equipment Maintenance	8.57
40 520.06-22-00	Vehicle & Equipment Gas & Oil	109.99
	*** FUND TOTAL ***	118.56

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	184.79	0.00	184.79
BANK: AP		TOTALS:	1	184.79	0.00	184.79
REPORT TOTALS:			1	184.79	0.00	184.79

VENDOR SET: 01 City of Parkville
 BANK: AP Pooled Cash Regular AP
 DATE RANGE: 8/22/2016 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00097	P & G Hardware							
	I-Stmt 08/16/2016		R 9/07/2016			035848		
40	520.04-82-00		Slurry Seal Project	23.45				
10	525.05-21-00		Equipment & Handtools	25.61				
40	520.04-83-00		Street Striping	35.11				
10	505.06-21-00		Vehicle Repair & Maintenance	8.69				
10	525.05-21-00		Equipment & Handtools	4.99				
10	525.06-21-01		Equipment Repair & Maintenance	27.53				
10	520.05-21-00		Handtools	35.99				161.37

*** T O T A L S ***	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	161.37	0.00	161.37
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

*** G/L ACCOUNT TOTALS ***

G/L ACCOUNT	NAME	AMOUNT
10 505.06-21-00	Vehicle Repair & Maintenance	8.69
10 520.05-21-00	Handtools	35.99
10 525.05-21-00	Equipment & Handtools	30.60
10 525.06-21-01	Equipment Repair & Maintenance	27.53
	*** FUND TOTAL ***	102.81
40 520.04-82-00	Slurry Seal Project	23.45
40 520.04-83-00	Street Striping	35.11
	*** FUND TOTAL ***	58.56

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	161.37	0.00	161.37
BANK: AP	TOTALS:		1	161.37	0.00	161.37
REPORT TOTALS:			1	161.37	0.00	161.37

CITY OF PARKVILLE

Policy Report

Date: Tuesday, August 30, 2016

Prepared By:
Melissa McChesney
City Clerk

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Approve or reject the slate of nominations for the Parkville Old Towne Market Community Improvement District through June 2020.

BACKGROUND:

The petition to establish the Parkville Old Towne Market Community Improvement District (POTMCID) was approved June 20, 2006, and included membership requirements of the Board of Directors, the name of the nine original members to serve as the directors, and procedures for appointments. On August 15, 2016, the Mayor received a slate of nominations for the appointment of three successor directors (see Attachment 2). The Mayor asked staff to schedule the slate on an upcoming agenda for consideration by the Board of Aldermen. The POTMCID Board of Directors nominated Dave Williams as a property owner representative; Mr. Williams has served since the creation of the District. The Board also nominated Tom Hutsler as a resident representative and Mark Bentley as a business operator representative. All terms will be for four years and will expire in June 2020.

The slate of nominations submitted in 2014 caused confusion about the number of appointments to be made, vacancies being filled, new appointments and terms of office (see Attachments 4 & 6). At the time staff requested additional information. The POTMCID provided a current list of directors (see Attachment 5) but did not provide an explanation of the various vacancies and interim appointments, so the issues were left unresolved.

Staff is unable to determine from the slate submitted which positions are being appointed/reappointed and who is being replaced. Successor director slates submitted in previous years included a list of current directors, but the slate received on August 15, 2016, did not include that information. Based on the City's records, staff is presuming that Mr. Williams is being nominated for reappointment and Mr. Hutsler and Mr. Bentley nominated for appointment.

The POTMCID Board does not notify the City when a vacancy is filled with an interim director, so City records of the current makeup of the Board are incomplete. Staff recommends requesting a current list of directors to seek clarification about appointments and to keep the City's records accurate.

Pursuant to Ordinance No. 2264, the Board of Aldermen must respond to the submitted slate no later than 30 days following the date of submission to the City Clerk. The Board must respond by September 13 or the slate of successor directors will be deemed appointed.

The Mayor or Board of Aldermen may reject the slate and submit in writing its reasons for rejection and request that the District submit an alternate slate. The District has 10 days, following receipt of the written request from the City, to submit an alternate slate. Following receipt of the alternate slate, the Board of Aldermen has 15 days to appoint the successor directors or reject the slate. The District then has 10 days to submit an alternate slate. Any subsequent action by the Board of Aldermen following the submission of each alternate slate is

reduced to 10 days. The process repeats until the successor directors are appointed or deemed appointed due to non-response or a missed deadline.

BUDGET IMPACT:

There is no impact to the budget.

ALTERNATIVES:

1. Approve the slate.
2. Reject the slate and request a new slate.
3. Reject the slate and request clarification regarding the appointments as outlined above.
4. Postpone to a special meeting to be held on or before September 13.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen take action on or before September 13 to approve or reject the slate submitted by the Parkville Old Towne Market Community Improvement District for appointments through June 2020. Staff recommends that the Board of Aldermen not approve this slate until the POTMCID Board clarifies the discrepancies identified with the appointments in order to ensure that vacancies are properly filled in accordance with the applicable requirements. The Board of Aldermen could reject the slate and request the additional information or postpone action for a special meeting and request that the POTMCID Board respond before that time.

POLICY:

According to Ordinance No. 2264, the POTMCID Board of Directors shall be appointed by the Mayor with consent of the Board of Aldermen by resolution according to a slate submitted to the City Clerk by the Board of Directors. The Board of Aldermen must either appoint or reject the slate of nominations within 30 days of receipt by the City Clerk.

SUGGESTED MOTIONS:

I move to reject the slate and request that the Parkville Old Towne Market Community Improvement District submit a full roster of its Board of Directors and a statement to clarify the discrepancies on appointments.

ATTACHMENTS:

1. Resolution No. 16-018
2. Successor Director Nomination Letter from POTMCID Board of Directors
3. Ordinance No. 2264, Section IV, subsection B. Board of Directors (excerpt)
4. Prior Letters from the City Regarding Appointment Discrepancies
 - a. January 12, 2015
 - b. January 30, 2015
5. Board of Directors List from POTMCID
6. City Records of Appointment History



**CITY OF PARKVILLE, MO.
RESOLUTION No. 16-018**

**A RESOLUTION NAMING APPOINTMENTS TO THE PARKVILLE OLD TOWNE MARKET
COMMUNITY IMPROVEMENT DISTRICT BOARD OF DIRECTORS.**

WHEREAS, Ordinance No. 2264 states that the District will be governed by a Board of Directors consisting of nine directors who shall be either an owner of real property within the District, an owner of a business operating within the District, or a registered voter residing within the District; and

WHEREAS, Ordinance No. 2264 states that no more than three appointees shall serve as owner representatives, and no more than five shall serve as operator representatives and the remainder shall serve as resident representative(s); and

WHEREAS, members of the Parkville Old Towne Market Community Improvement District Board of Directors serve for a term of four years ending June 30; and

WHEREAS, Ordinance No. 2264 states members shall be appointed by the Mayor with consent of the Board of Aldermen by resolution according to a slate of nominees from the Board of Directors submitted to the City Clerk; and

WHEREAS, the City Clerk received a slate of nominees from the Board of Directors on August 15, 2016.

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

Section 1. The City of Parkville hereby names Tom Hutsler as resident representative, Mark Bentley as a business operator representative and Dave Williams as a property owner representative to the Parkville Old Towne Market Community Improvement District Board of Directors through June 2020.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 6th day of September 2016.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney



PARKVILLE OLD TOWNE MARKET
COMMUNITY IMPROVEMENT DISTRICT
173 ENGLISH LANDING DRIVE
PARKVILLE, MISSOURI
parkvilleoldtmcid@gmail.com

August 8, 2016

Mayor Nan Johnston
City of Parkville
8880 Clark Avenue
Parkville, Missouri 64152

Dear Mayor Johnston,

At the Parkville Old Towne Market Community Improvement District Annual Meeting held on July 21, 2016, the Directors unanimously nominated the following slate for appointment as successor directors for four year terms expiring June 2020:

Mark Bentley, Business Operator
Tom Hutsler, Resident
Dave Williams, Property Owner

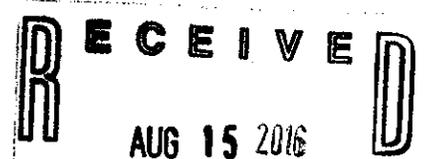
We have not yet nominated the individual to serve in the fourth vacant successor position.

We would appreciate your consideration for appointment of these successor directors to the Parkville Old Towne Market Community Improvement District Board of Directors.

The District looks forward to continuing to provide benefits to Old Towne Parkville. We will provide future updates as appropriate.

Sincerely,

Tom Hutsler
Chair



CITY OF PARKVILLE, MO

C. Budget

The commencement of the Eligible Services and the implementation of the District Sales Tax are expected to occur within the first year of the District's existence. The estimated initial costs of the Eligible Services are shown on Exhibit C ("Estimated Cost of the Eligible Services") to the Petition.

IV. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision and shall have all of the powers granted to and/or exercisable by a community improvement district according to the Act except to the extent its powers are expressly limited by this Petition.

B. Board of Directors

1. Number

The District shall be governed by a Board of Directors (the "District Board") consisting of nine (9) directors.

2. Qualifications

Each Member of the District Board ("Director") shall meet the following requirements:

- (a) be at least 18 years of age;
- (b) be and must declare to be either an owner of real property ("Owner") within the District, an owner of a business ("Operator") operating within the District, or a registered voter residing with the District ("Resident"), as provided in the Act; and
- (c) be nominated pursuant to a slate submitted by the District Board to the Mayor of the City with the consent of the Board of Aldermen pursuant to the procedures set forth below.

3. Nominating Procedures

- (a) Each individual nominated ("Nominee") to be a Director must be deemed to be either an Owner, an Operator or a Resident and classified as such, and be nominated by two (2) sitting Directors.

- (b) The Directors shall then vote to select from the qualified Nominees the requisite number of Nominees to comprise the aforementioned slate to be submitted to the City Clerk
- (c) In no event shall there be more than five (5) Directors deemed to be Operators, nor shall there be more than three (3) Directors deemed to be Owners.

The failure of the District Board to follow the preceding nominating procedures shall not affect the District Board's authority to hold meetings, exercise any of the District's powers or take any action otherwise lawful.

4. Initial Directors

The initial Directors to serve on the District Board, their respective terms and classification as Owner, Operator or Resident shall be:

NAME	TYPE	TERM
Mindy Diaz	Operator	Two Years
Rhonda Doyle	Owner	Two Years
Angelo Gangai	Operator	Four Years
Tom Hutsler	Owner	Four Years
John Kuhns	Operator	Two Years
Ralph Liebetrau	Operator	Four Years
Frank McCall	Resident	Two Years
Kristy McKibben	Operator	Four Years
Dave Williams	Owner	Two Years

5. Terms

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance with this Petition and their successors shall serve for four-year terms or until their successor is appointed in accordance with this Petition.

In the event for any reason a Director is not able to serve his or her full term ("Exiting Director"), any vacancy to the District Board shall be filled by appointment of a Director ("Interim Director") by a majority vote of the District Board. Any Interim Director shall be of the same type and from the same area as the Exiting Director, unless otherwise stated in the By-Laws adopted by the District Board upon formation of the District, as they may be amended from time to time.

6. Successor Directors

Successor Directors, whether to serve a new term or to fill a vacancy on the District Board, shall be appointed by the Mayor of the City with the consent of the Board of Aldermen by resolution according to a slate submitted to the City Clerk by the District Board. Upon receipt of such slate from the District Board, the City Clerk shall immediately deliver the slate to the Mayor and the Board of Aldermen. Not later than 30 days following the date the slate is submitted to the City Clerk:

- (a) the Mayor shall appoint the successor Directors according to the slate submitted and the Board of Aldermen shall consent by resolution to the appointment; or
- (b) the Mayor or the Board of Aldermen may reject the slate submitted and request in writing with written reasons for rejection of the slate that the District Board submit an alternate slate. If no action is completed within the 30-day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Aldermen according to the slate submitted as of the expiration of the 30-day period.

If an alternate slate is requested, the District Board shall within 10 days following receipt of the written request submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor and the Board of Aldermen. Not later than 15 days following the date the alternate slate is submitted to the City Clerk:

- (a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the Board of Aldermen shall consent by resolution to the appointment; or
- (b) the Mayor or the Board of Aldermen may reject the alternate slate submitted and request in writing with written reasons for rejection of the alternate slate that the District Board submit another alternate slate. If no action is completed within the 15-day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Aldermen according to the alternate slate submitted as of the expiration of the 15-day period.

The procedure described above shall continue until the successor Directors are appointed or deemed to be appointed by the Mayor with the consent of the Board of Aldermen; provided, however, the time period for action by the Mayor and the Board of Aldermen following the submission of each alternate slate shall be reduced to 10 days.



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

January 12, 2015

Parkville Old Towne Market Community Improvement District
c/o Carol Kuhns, District Manager
173 English Landing Drive, Suite 230
Parkville, MO 64152

Re: Parkville Old Towne Market Community Improvement District (POTMCID) Slate of Nominations

Dear Ms. Kuhns:

I received your letter dated December 26, 2014, (received 12/30/14) with the revised slate of successor directors approved by the POTMCID Board of Directors on December 10, 2015. I appreciate that the Board submitted some new names on this list. Although this does not resolve every issue, the new slate is a step in the right direction to address the City's concerns. I am, however, concerned that the proposed slate will not result in a full Board for the CID. According to the City's records, there are four positions that need to be filled with terms ending June 2018. There is at least one vacancy (property owner or resident) for a term ending June 2016. There are two other positions with terms ending June 2016 (Tom Hutsler and John Kuhns) that were apparently appointed as interim directors, because the City has no record that those appointments were confirmed as successor directors. In any event, I cannot approve a slate with five directors with terms ending June 2018 since only four such positions are available. I would like to resolve any confusion about the full composition of the POTMCID Board before recommending a new slate to the Board of Aldermen.

In your letter, you expressed disappointment that I am unwilling to meet with POTMCID representatives. In fact several informal meetings and phone conversations were held with your former chair Kevin Heaton, and Tom Hutsler between me and our City Administrator. The Board of Aldermen unanimously recommended that I decline the request to meet unless the POTMCID Board would demonstrate a genuine desire to address the issues by acting in good faith to adopt the suggestions offered by the City in my letter dated September 10, 2014. I take the POTMCID Board's approval of a new slate on December 10 as a signal of willingness to resolve the impasse. For that reason, I am prepared to participate in the requested meeting. I am happy to host in one of the conference rooms at City Hall. Please respond with some possible meeting dates and times, and let me know who will attend from the POTMCID.

Your letter also criticized the City for not sending a representative from the Board of Aldermen to POTMCID meetings. Since I have been Mayor, I do not recall ever being invited to a meeting or asked to appoint an Aldermen liaison to attend meetings. To my knowledge, the POTMCID Board does not have a consistent meeting schedule. I am happy to ensure that the City is represented at future meetings if you will help by sharing the meeting schedule and giving adequate advance notice if meetings are rescheduled.

Again, I appreciate the new slate proposed by the POTMCID Board, and I am optimistic that we can work through the remaining issues and move forward in a positive manner. I look forward to hearing from you regarding scheduling the meeting.

Sincerely,

A handwritten signature in cursive script that reads "Nanette K. Johnston". The signature is written in black ink and is positioned above the printed name.

Nanette K. Johnston
Mayor

cc: Board of Aldermen



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

January 30, 2015

Parkville Old Towne Market Community Improvement District
c/o Carol Kuhns, District Manager
180 English Landing Drive, Suites 110 & 120
Parkville, MO 64152

Re: Parkville Old Towne Market Community Improvement District (POTMCID) Board of Directors

Dear Ms. Kuhns:

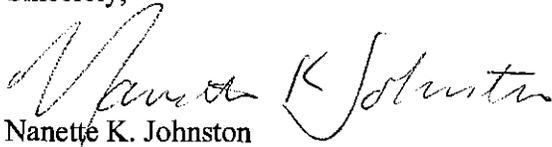
I received your letter dated January 21, 2015, in which you assert final approval of a slate of successor directors due to failure by the City to respond in a timely manner (within 10 days). Prior to this most recently submitted slate, the POTMCID Board last submitted a slate to the City on September 29, 2014 (received October 1, 2014). That slate was rejected within 10 days on October 10, 2014. The POTMCID Board failed to submit a revised slate within 10 days, thus starting the process over again. The next slate was submitted on December 26, 2014, and was received by the City on December 30, 2014. It was subsequently rejected on January 12, 2015, well within the 30 day timeline. Therefore, the five successor directors listed in your letter dated January 21, 2015, are invalid, and any votes cast or business conducted by these members are likewise invalid.

You will recall from my letter dated January 12, 2015, that the most recent slate submitted does not result in a full Board for POTMCID. POTMCID needs to document which successor directors it intends to appoint to which terms so the public may confirm the accurate composition of the Board. According to the City's records, the POTMCID is attempting to fill four vacant spots with a slate of five directors. This discrepancy must be resolved before the POTMCID conducts business.

In your letter dated December 26, 2014, you criticized the City for failing to send representatives to POTMCID meetings. I responded that I would make every effort to have a City representative at future meetings upon advance notice and invitation. On Wednesday, January 21, 2015, at 8:47 p.m., the City received notice of a POTMCID meeting for the following Sunday, January 25 at 8:00 p.m. Alderman Diane Driver, City Administrator Lauren Palmer, and I all rearranged personal conflicts to attend this meeting on a weekend evening. When we arrived for the meeting, we were told that it had occurred three hours earlier at 5:00 p.m. No corrected meeting notice, as is required by the Missouri Sunshine Law, was ever issued to notify the public of the time change.

It is alarming that a public body that administers taxpayer funds will not document and disclose the composition of its board of directors or properly post notices for public meetings in accordance with state law. These are fundamental attributes of transparent governance. Due to the lack of response, I assume the POTMCID Board is no longer interested in meeting to attempt to amicably resolve the concerns raised by the elected leaders of this community. In the absence of cooperation and action by the POTMCID Board, the City has no choice but to seek relief through other avenues.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nanette K. Johnston".

Nanette K. Johnston
Mayor

cc: Steve Chinn, City Attorney
Charles Renner, POTMCID Legal Counsel
Board of Aldermen



**PARKVILLE OLD TOWNE MARKET
COMMUNITY IMPROVEMENT DISTRICT
173 ENGLISH LANDING DRIVE
PARKVILLE, MISSOURI
parkvilleoldtmeid@gmail.com**

2014/15 Board of Directors

Terms expiring 6/2016

Dave Williams, Property Owner
Mark Bentley, Business Operator
Tom Hutsler , Property Owner (interim)
John Kuhns, Business Operator (interim)

Terms expiring 6/2018 Successor Directors

Debbie Worley, Business Operator
Nick Casale, Property Owner
Jeff Cunningham, Business Operator
Mark Gould, Business Operator
Ken Wilson, Resident

2015 Officers

President – Tom Hutsler
Vice President – Mark Gould
Secretary – Mark Bentley
Treasurer – John Kuhns

City Record of POTMCID Appointments

Representative (Initial term)

	<u>2006-2008</u> Approved 6/20/06	<u>2006-2010</u> Approved 6/20/06	<u>2008-2012</u> Approved 3/3/09	<u>2010-2014</u> Approved 8/17/10	<u>2012-2016</u> Approved 7/3/12	<u>*2014-2018</u> Not approved by BoA	<u># 2016-2020</u> Proposed Slate
Operator (2)	Mindy Diaz		Mark Bentley		² Fred Nutt/Mark Bentley		Mark Bentley
Operator (2)	John Kuhns		John Kuhns		² January Carter/ ¹ John Kuhns		
Operator (4)		Angelo Gangai		John Kuhns		Jeffrey Cunningham	
Operator (4)		Ralph Liebtrau		Josh Brock		Mark Gould	
Operator (4)		Kristy McKibben		Adam Eimer		Debbie Worley	
Owner (2)	Dave Williams		Dave Williams		Dave Williams		Dave Williams
Owner (2)	Rhonda Doyle		Kevin Heaton		² Tom Jones/ ¹ Tom Hutsler		
Owner (4)		Tom Hutsler		¹ Tom Hutsler		Nick Casale	
Resident (2)	Frank McCall		Frank McCall	^{2,3} Mark Bentley		Kenneth Wilson	Tom Hutsler
	Initial Directors	Initial Directors	Successor Directors	Successor Directors	Successor Directors	Successor Directors	Successor Directors

The appointments listed above were approved by the Board of Aldermen, with the exception of the 2014-2018 term.

* Slate submitted but not approved by the Board of Aldermen

¹ POTMCID shows 2 resident directors on the Board so staff assumes one filled the term of the owner representative. Since the POTMCID Board of Directors appoints interim directors without Mayor and Board of Aldermen approval, staff cannot verify if/when Tom Hustler and John Kuhns were appointed as interim directors. It appears Tom Hutsler was appointed to fill the unexpired term vacated by Tom Jones. Therefore, John Kuhns must be filling the unexpired term of January Carter.

² No record of resignation

³ Appointed to fill vacancy of Frank McCall for 2008-2012 but apparently continued through the 2010-2014 term. It appears that after Mark Bentley resigned as a resident director he was reappointed to fill an unexpired business operator term (for either Fred Nutt or January Carter). Ken Wilson was apparently appointed to a resident term through 2018, thereby shifting the staggering of terms. There are now four seats serving terms through 2016, instead of five.

Current POTMCID Slate of nominations

CITY OF PARKVILLE

Policy Report

Date: Tuesday, August 30, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Approve construction agreements with GS Structural for carpentry work and Tnemec flooring installation and Full Nelson Plumbing, Inc. for plumbing work for the English Landing Park Restroom rehabilitation project

BACKGROUND:

In March 2015, the City received an Outreach Grant from Platte County Parks and Recreation for the improvements to the English Landing Park (ELP) restrooms. In July 2015, the Board of Aldermen approved a professional services contract with Williams, Spurgeon, Kuhl & Freshnock (WSKF) for the architectural services of the English Landing Park Restroom and Parks Storage Building. The architect's estimate to construct the new restroom was \$197,871. In February 2016, bids were received from seven contractors; the lowest total bid including alternates was \$306,560, which was 35% over the architect's estimate. Because the bids exceeded the budget by such a large amount, the Board of Aldermen directed staff to reject all bids and form a small committee to discuss the next steps related to the restroom project.

The small committee was comprised of Mayor Nan Johnston, two aldermen (Diane Driver and Marc Sportsman), two Community Land & Recreation Board (CLARB) representatives (Adam Zink and Phil Wassmer), contract City Engineer Jay Norco, Public Works Director Alysen Abel, Director of Operations Alan Schank, Park Superintendent Tom Barnard, and John Freshnock, WSKF. The committee decided that the best option was to rehabilitate the existing restroom facility rather than attempt a complete reconstruction. In order to keep the County's Outreach Grant, the restroom needs to be fully rehabilitated. Staff had preliminary discussions with County staff associated with the rehabilitation plan and they support the rehabilitation plan, assuming that the restroom meets the Americans with Disabilities Act (ADA) requirement, including restrooms and sidewalks, and provides a full remodel of the interior features. The proposed restroom plan was provided to County staff for their review.

The rehabilitation of the restroom was split into a three-tiered plan: Tier 1 includes basic restroom maintenance and sidewalk improvements; Tier 2 includes all of Tier 1 as well as improvements to the roof; and Tier 3 includes all of Tier 2 and exterior façade improvements. After consideration of the remaining budget for this project, discussion within the Public Works staff and input from WSKF architects, staff recommended moving forward with the Tier 1 improvements at the current time. Tier 2 and Tier 3 improvements may be completed at a future date when sufficient funding allows. Realistically, only the Tier 1 improvements could be completed by the November 1, 2016, grant deadline.

On June 21, 2016, the Board of Aldermen authorized staff to release the bid request for the English Landing Restroom Rehabilitation Project. Staff prepared the bid documents that included a comprehensive bid form (Attachment 1) listing each feature individually. The bid form was also split into four sections to allow contractors to bid on one or more sections based on their construction trade skills. The City intended to act as the general contractor and to secure individual subcontractors to help reduce costs.

On July 14, 2016, the City received one bid from a subcontractor for the electrical portion of the improvements. After presenting this item to the Finance Committee on July 25, 2016, the City Administrator executed a contract with Merrill Industrial Electric for the electrical improvements to the ELP restroom in the amount of \$1,954.

On August 2, 2016, the Board of Aldermen authorized staff to obtain three quotes from the other trades listed in the bid request (carpentry, plumbing, and site construction). Since that time, staff has obtained the following quotes from contractors:

Carpentry: The quotes for the carpentry work are included in Attachment 2. The low bidder was Across the Board Contracting. Their base bid included sales tax - the adjusted base bid without materials sales tax was \$14,647.92. The bid documents included a bid alternate for the Tnemec flooring and Across the Board Contracting provided a bid for the flooring of \$4,542.00. The total cost for the base bid and flooring is \$19,189.92.

The owner of Across the Board Contracting is Steve Sloniker. His son, Logan, worked as a summer intern for Public Works. The quotes were obtained after Logan completed his internship. Since Logan is no longer an employee of the City, staff does not feel that this is a conflict of interest.

Since the Finance Committee meeting on August 29th, Across the Board Contracting has withdrawn its bid. The company will not be able to start the work until November, which does not fit within the City's timeline of project completion by November 1st. The next low bidder is GS Structural with a base bid of \$22,500; and bid alternate for the Tnemec flooring of \$4,000. The total cost for the base bid and flooring is \$26,500. The City has contracted with GS Structural in the past and had positive results.

Plumbing: The quotes for the plumbing work are included in Attachment 4. The low bidder was Full Nelson Plumbing with a bid of \$12,908.60. The bid documents included a bid alternate for the ADA water fountain with dog bowl and Full Nelson provided a bid for the fountain of \$6,892.00. The total cost for the base bid and fountain is \$19,800.60. Full Nelson has performed work for the City in the past and has provided satisfactory results.

Site Construction: Staff reached out to three contractors to obtain quotes for the site work; the list of companies is included in Attachment 6. Action Concrete was the only contractor to provide a quote which was in the amount of \$7,480.00. When the rehabilitation was originally bid, the City received a quote from R.L. Phillips for general contracting services. Their price included \$17,000 for the site construction work. The quote provided by Action Concrete seems reasonable as a direct subcontractor price compared to the quote provided by the general contractor. Finance Committee approved the construction agreement with Action Concrete for the site construction work in the amount of \$7,480 on August 29, 2016.

BUDGET IMPACT:

The 2016 Capital Improvement Program (CIP) includes \$210,000 for this project from three sources: \$40,000 (19%) – Outreach Grant; \$15,000 (7%) – Parks Donations Fund; and \$155,000 (74%) – Fewson Fund loan. WSKF and Public Works staff initially estimated that the Tier 1 improvements for the restroom would cost approximately \$65,000. The final costs associated with the English Landing Restroom Tier 1 rehabilitation are:

1. Electrical - \$1,954.00
2. Carpentry - \$26,500.00
3. Plumbing - \$19,800.60
4. Site Construction - \$7,480.00

The work is within the \$65,000 cost estimate, at a total construction cost of \$55,734.60. The overall project budget also includes the architectural fees associated with the restroom reconstruction. The design costs for the restroom are \$25,630.34. This includes the original design of the new restroom, as well as the reconstruction of the existing restroom. With the design costs, the total project costs would be \$81,364.94. The funding sources would include \$40,000 from the Outreach Grant and \$15,000 from the Parks Donation Fund. Staff recommends that the balance be funded from the General Fund in 2016 rather than seeking a Fewson Fund loan for a relatively small amount. The General Fund has capacity to cover the remaining balance of \$26,364.94. One area of savings is the Parks Storage Facility that will not be constructed in 2016. It had a budgeted cost of \$75,000, of which only about \$15,000 will be expended in 2016 for design.

ALTERNATIVES:

1. Approve the construction agreements as proposed by staff.
2. Approve the construction agreements subject to revisions directed by the Board of Aldermen.
3. Do not approve the construction agreements and provide further direction to staff.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the following:

1. Construction agreement with GS Structural in the amount of \$26,500.00 for the carpentry work and Tnemec flooring installation.
2. Construction agreement with Full Nelson Plumbing in the amount of \$19,800.60 for the plumbing work and installation of the ADA drinking fountain with dog bowl.

FINANCE COMMITTEE RECOMMENDATION:

On August 29, 2016, by a vote of 4-0, the Finance Committee recommended that the Board of Aldermen approve construction agreements with Across the Board Contracting for the carpentry work and Tnemec floor installation in the amount of \$19,189.92 and Full Nelson Plumbing for the plumbing work in the amount of \$19,800.60. At the same meeting, the Finance Committee approved a construction agreement with Action Concrete for the site construction work in the amount of \$7,480.

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.

SUGGESTED MOTION:

I move to:

1. Approve a construction agreement with GS Structural in the amount of \$26,000 for the carpentry work and Tnemec flooring installation for the English Landing Restroom rehabilitation; and,
2. Approve a construction agreement with Full Nelson Plumbing in the amount of \$19,800.60 for the plumbing work and installation of the ADA drinking fountain with dog bowl for the English Landing Restroom rehabilitation.

ATTACHMENTS:

1. Restroom Bid Form
2. Bid Tabulation – Carpentry
3. Construction Agreement – GS Structural(Carpentry)
4. Bid Tabulation – Plumbing
5. Construction Agreement – Full Nelson Plumbing (Plumbing)

Contractor Needed	Suggested Change	Quantity	Material Unit Cost	Labor	Total
**Plumber	Move rough-in plumbing to provide ADA access	2			
	Install new toilet paper dispenser	3			
	Install ground mounted flush valve toilets	3			
	Install new urinals (one lower for ADA)	2			
	Install wall mounted ADA sinks w/ pipe wrap	2			
	Install boots on pipes under sink	2			
	Install sanitary napkin receptacles in stalls	2			
	Install new PVC pipe throughout restroom	1			
	*Alternate: Install freeze-proof outdoor water fountain	1	See Alternative #1 (next page)		
Total Plumbing Bid					
**Carpenter	Change door swing of stall to swing out	1			
	Move partition out to be ADA compliant	1			
	Install grab bars in stall (side and back)	2 sets			
	Install door stop on wall	2			
	New HM 3" door, frame and block wall w/ lintel	3			
	Install new partition between stalls	1			
	Install wall mounted changing tables	2			
	Install new bathroom mirrors over sink	2			
	*Alternative: TNEMEC Floor Covering	1	See Alternative #2 (next page)		
	Install new paper towel dispensers	2			
	Install new electric hand dryers	2			
Total Carpentry Bid					
**Electrician	Install LED can light retrofit for existing	6			
	Cover electrical wiring in utility room	1			
	Secure electrical box in utility room	1			
Total Electrical Bid					
**Site Contractor	Install new ADA sidewalk to McAfee Drive	1			
	Install splash guards for gutters	1			
	Truncated dome for sidewalk	1			
	New ADA sidewalk in area shown (1:20 slope)	1			
Total Site Construction Bid					

*Alternate fixture/component

**Can bid on individual sections only, depending on capabilities/specialties of contractors

BID TABULATION

2016 ELP RESTROOM REHAB
August 15, 2016, at 12:00 p.m.
CARPENTRY

<u>BIDDER</u>	<u>TOTAL</u>
Across the Board (Liberty, MO)	\$15,251.00 (includes tax) \$14,647.92 (w/out tax) * Tnemec - \$4,542.00 *
G&S Structural (Parkville, MO)	\$22,500.00 Tnemec - \$4,000.00
R.L. Phillips Const., Inc. (Raymore, MO)	\$30,000.00

(*) Recommended Award of Purchase

CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 6th day of September, 2016 by and between the CITY OF PARKVILLE, MISSOURI ("City") and G S STRUCTURAL ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

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

abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. PREVAILING WAGES

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

XII. NOTICES

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

B. Notices sent by Contractor shall be sent to:

City of Parkville
Attn: Lauren Palmer, City Administrator
8880 Clark Ave.
Parkville, MO 64152
816-741-7676
lpalmer@parkvillemo.gov

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

GS Structural
PO Box 14401
Parkville, MO 64152
816-896-2499

XIII. CORRECTION OF WORK

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

XIV. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

C. The City may terminate the Agreement for cause if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
4. its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or

5. otherwise is guilty of substantial breach of a provision of the Agreement.
- D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:
1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Direct the work of subcontractors; and
 3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

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

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

XV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A

decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.

D. Arbitration of disputes.

1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XVI. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City

- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 2. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

G S Structural

By: _____
Grant A. Shifflett

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

1. Provide rehabilitative construction work as shown on Sheet A1.01 dated 06/14/2016 as prepared by John Freshnock with Williams, Spurgeon, Kuhl & Freshnock Architecture and entitled "Rehabilitative Construction Work on the English Landing Park Public Restroom" at English Landing Park, Parkville, Missouri.
2. All work shall comply in every respect with the building laws, City regulations, and code requirements.
3. Contractor shall have/obtain a City of Parkville Business License.
4. If there are any questions regarding the work that is to be done, it will be the responsibility of the Contractor to contact the designated City representative and request clarifications before proceeding.
5. Upon completion of the work, and approval of such work by the City, Contractor shall submit an invoice in accordance with provisions set forth in this Agreement.
6. Contractor shall supply Superintendent or Foreman contract information including cell phone number and email information.
7. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, Contractor shall be assessed \$100.00 per calendar day passed the substantial completion date identified in this Agreement.
8. The scope of work included in this contract shall be completed within (45) forty-five days of contract execution.

The contract price for the Carpentry Work at the English Landing Park Restroom is Twenty Six Thousand and Five Hundred Dollars and no cents. (\$26,500.00)

Exhibit A-1

DETAILED BID TABULATION

	Suggested Change	Qty.	Unit Cost	Labor	Total
	Change door swing of stall to swing out	1	\$500.00	\$500.00	\$1,000.00
	Move partition out to be ADA compliant	1	\$500.00	\$500.00	\$1,000.00
	Install grab bars in stall (side and back)	2 sets	\$1,000.00	\$1,000.00	\$2,000.00
	Install door stop on wall	2	\$250.00	\$250.00	\$500.00
	New HM 3" door, frame and block wall w/ lintel	3	\$4,000.00	\$4,000.00	\$8,000.00
	Install new partition between stalls	1	\$3,000.00	\$3,000.00	\$6,000.00
	Install wall mounted changing tables	2	\$1,000.00	\$1,000.00	\$2,000.00
	Install new bathroom mirrors over sink	2	\$500.00	\$500.00	\$1,000.00
	Install new paper towel dispensers	2	\$250.00	\$250.00	\$500.00
	Install new electric hand dryers	2		\$500.00	\$500.00
	Sub Total Carpentry Bid				\$22,500.00
	TNEMEC Floor Covering (Alternative 1)	1			\$4,000.00
	Total Carpentry Bid				\$26,500.00

*Note: The contractor is responsible for any repairs necessary from any removals or replacements associated with their trade.

BID TABULATION

2016 ELP RESTROOM REHAB PLUMBING

August 15, 2016, at 12:00 p.m.

<u>BIDDER</u>	<u>TOTAL</u>
Full Nelson Plumbing (Kansas City, MO)	\$12,908.60 * Fountain - \$6,892.00 *
Pryor Mechanical (Smithville, MO)	\$15,891.00 Fountain - \$5,298.00
Plumbing by Fischer (DeSoto, KS)	Declined
G&S Structural (Parkville, MO)	\$21,000.00 Fountain - \$500.00 (Owner Supplied)

(*) Recommended Award of Purchase

CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 6th day of September 2016, by and between the CITY OF PARKVILLE, MISSOURI ("City") and FULL NELSON PLUMBING, INC. ("Contractor").

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

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

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

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

III. SCHEDULE

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

IV. CHANGES

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

V. INDEMNIFICATION

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

VI. INSURANCE

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

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. WARRANTY

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

abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

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

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

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

XI. PREVAILING WAGES

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

XII. NOTICES

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

B. Notices sent by Contractor shall be sent to:

City of Parkville
Attn: Lauren Palmer, City Administrator
8880 Clark Ave.
Parkville, MO 64152
816-741-7676
lpalmer@parkvillemo.gov

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

Full Nelson Plumbing, Inc.
Attn: Shawn Mansell
1628 N. Corrington
Kansas City, MO 64120
816-420-9697
customerservice@fullnelsoninc.com

XIII. CORRECTION OF WORK

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

XIV. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

C. The City may terminate the Agreement for cause if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

4. its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 5. otherwise is guilty of substantial breach of a provision of the Agreement.
- D. When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:
1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Direct the work of subcontractors; and
 3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

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

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

XV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.
- B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint

within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.

D. Arbitration of disputes.

1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XVI. MISCELLANEOUS PROVISIONS

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

- C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:
 - 1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - 2. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - 3. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.
- I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

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

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

FULL NELSON PLUMBING, INC.

By: _____
Shawn Mansell

Exhibit A

SCOPE OF WORK AND PRICING AGREEMENT

1. Provide rehabilitative construction work as shown on Sheet A1.01 dated 06/14/2016 as prepared by John Freshnock with Williams, Spurgeon, Kuhl & Freshnock Architecture and entitled "Rehabilitative Construction Work on the English Landing Park Public Restroom" at English Landing Park, Parkville, Missouri.
2. All work shall comply in every respect with the building laws, City regulations, and code requirements.
3. Contractor shall have/obtain a City of Parkville Business License.
4. If there are any questions regarding the work that is to be done, it will be the responsibility of the Contractor to contact the designated City representative and request clarifications before proceeding.
5. Upon completion of the work, and approval of such work by the City, Contractor shall submit an invoice in accordance with provisions set forth in this Agreement.
6. Contractor shall supply Superintendent or Foreman contract information including cell phone number and email information.
7. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, Contractor shall be assessed \$100.00 per calendar day passed the substantial completion date identified in this Agreement.
8. The scope of work included in this contract shall be completed within (45) forty-five days of contract execution.

The contract price for the Plumbing Work at the English Landing Park Restroom is Nineteen Thousand Eight Hundred Dollars and 60/00 (\$19,800.60).

Exhibit A-1

DETAILED BID TABULATION

<u>Description</u>	<u>Quantity</u>	<u>Total Price</u>
Move Rough-In Plumbing to provide ADA Access	2 EA	\$1,825.56
Install new toilet paper dispenser	3 EA	\$667.89
Install Ground Mounted Flush Valve Toilets	3 EA	\$2,760.44
Install New Urinals (one lower for ADA)	2 EA	\$1,895.82
Install wall mounted ADA sinks w/ pipe wrap	2 EA	\$1,708.05
Install boots on pipe under sink	2 EA	\$208.23
Install sanitary napkin receptacles in stalls	2 EA	\$262.23
Install new PVC pipe throughout restroom	1 LS	\$3,580.38
SUBTOTAL		\$12,908.60
ALTERNATE: Install Freeze-Proof Outdoor Water Fountain	1 EA	\$6,892.00
GRAND TOTAL		\$19,800.60

*Note: The contractor is responsible for any repairs necessary from any removals or replacements associated with their trade.

CITY OF PARKVILLE

Policy Report

DATE: Friday, August 12, 2016

PREPARED BY:
Stephen Lachky
Community Development Director

REVIEWED BY:
Lauren Palmer
City Administrator

ISSUE:

Approve the first reading of an ordinance to repeal and replace Parkville Municipal Code Title IV, Chapter 471: *Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers*. Case No. PZ16-12; City of Parkville, applicant.

BACKGROUND:

On July 5, 2013, Governor Jay Nixon of Missouri signed into law HB 331 – the “Uniform Wireless Communications Infrastructure Deployment Act” (the “Act”). The purpose of the Act is “to encourage and streamline the deployment of broadband facilities and to help ensure that robust wireless communication services are available throughout Missouri.” Under the Act, when considering applications for the construction of wireless facilities, local authorities:

- Are prohibited from evaluating an application based on the availability of other potential locations for a facility (though they may still require applicants to state whether they’ve analyzed available collocation opportunities);
- Cannot dictate the type of technology used by an applicant to deploy its technology; and
- May not unreasonable dictate the appearance of wireless facilities, such as what types of materials are used or how the facility must be screened or landscaped (this leaves some discretion to the local authority so long as the requirements are “reasonable,” which is not further defined within the Act.).

On June 7, 2016, the City of Parkville received authorization by the Board of Aldermen to enter into a professional services agreement with Cunningham, Vogel & Rost, P.C. for special legal counsel services related to telecommunications and cell phone towers (Ordinance No. 2848). Since that time, legal counsel by Cunningham, Vogel & Rost, P.C. has recommended the City update its telecommunications regulations to reflect legislation at the state level, specifically requirements of the Act contained in RSMo, Sections 67.5090 to 67.5103 (See Attachment 2).

The city’s telecommunications regulations are contained within Parkville Municipal Code Title IV, Chapter 471: Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers. The regulations in this chapter were adopted on November 4, 1997 (Ordinance No. 1681). Staff reviewed provisions of the Act against Parkville’s regulations and drafted a proposed text amendment to Chapter 471 to bring the city in compliance with Missouri’s state requirements. Further, staff consulted with Chris Brewster (Gould Evans) — who is currently conducting Parkville’s Zoning Code and Subdivision Regulations Update project — regarding immediate organizational/structural modifications for the Chapter. Lastly, legal counsel by Cunningham, Vogel & Rost, P.C. reviewed the proposed text amendment (See Attachment 3). In summary, the proposed text amendment:

- Removes requirements of Chapter 471 conflicting with RSMo Section 67.5094.1: Prohibited acts by authority.

- Adds preemption language to Chapter 471 stating that requirements shall not supersede any federal or state law now or in the future.
- Adds that decisions and findings for a conditional use permit need to be based upon substantial evidence.
- Adds minimum setback requirements for all zoning districts and city rights-of-way.
- Reorganizes sections and language in Chapter 471 for organizational purposes.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

A public hearing was held on August 9, 2016, to consider the application for text amendment. The commission concurred with staff's conclusions and recommendation, and unanimously voted (8 to 0) to recommend the Board of Aldermen approve the text amendment to Parkville Municipal Code, Title IV, Chapter 471: Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers, subject to additional conditions recommended by the Planning Commission:

- *The proposed text amendment specifies the requirement of a structural analysis by a licensed professional engineer and that he/she be licensed in the State of Missouri.*

STAFF RECOMMENDATION:

Staff recommends approval of the proposed text amendment to Parkville Municipal Code Title IV, Chapter 471: Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers, as depicted in Attachment B.

BUDGET IMPACT:

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

ALTERNATIVES:

1. Approve the first reading of an ordinance to repeal and replace Parkville Municipal Code Chapter 471.
2. Approve the first reading of an ordinance to repeal and replace Parkville Municipal Code Chapter 471 subject to other stated conditions.
3. Do not approve the first reading of the ordinance.
4. Postpone the item.

POLICY:

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

SUGGESTED MOTION:

I move to approve Bill No. 2884, an ordinance repealing and replacing Parkville Municipal Code Chapter 471 regarding regulations governing the installation and operation of telecommunication antennas and towers, on first reading and postpone the second reading to September 20, 2016.

ATTACHMENTS:

1. Proposed Ordinance
2. RSMo, Section 67.5094.1

ITEM 5C
For 09-06-16
Board of Aldermen Meeting

3. Proposed Text Amendment
4. Application for Text Amendment (Zoning & Subdivision Regulations)
5. Public Hearing Notice published July 13, 2016 in Landmark Newspaper
6. Staff Analysis presented on August 9, 2016 to Planning and Zoning Commission
7. Exhibits presented on August 9, 2016 to Planning and Zoning Commission

PUBLIC COMMENTS RECEIVED:

No public comments were received by staff for this application

ADDITIONAL EXHIBITS BY REFERENCE:

1. Minutes of the August 9, 2016 Planning and Zoning Commission meeting (by reference)
2. Parkville zoning code in its entirety - <http://www.ecode360.com/PA3395-DIV-05>
3. Parkville Municipal Code, Title IV, Chapter 471: Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers - <http://www.ecode360.com/27902622>
4. Missouri Revised Statutes (RSMo), Chapter 67, Sections 67.5090 to 67.5103 - <http://www.moga.mo.gov/mostatutes/stathtml/06700050901.html>

AN ORDINANCE AMENDING CHAPTER 471 OF THE PARKVILLE MUNICIPAL CODE RELATED TO THE REGULATIONS GOVERNING THE INSTALLATION AND OPERATION OF TELECOMMUNICATION ANTENNAS AND TOWERS

WHEREAS, the City of Parkville submitted an application for Text Amendment (Zoning & Subdivision Regulations) to amend Chapter 471: Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers (Case No. PZ16-12); and

WHEREAS, on June 7, 2016, the City of Parkville received authorization by the Board of Aldermen to enter into a professional services agreement with Cunningham, Vogel & Rost, P.C. for special legal counsel services related to telecommunications and cell phone towers (Ordinance No. 2848).

WHEREAS, special legal counsel review the proposed text amendment in its entirety and directed staff to amend Chapter 471 of the zoning code.

WHEREAS, the proposed text amendment updates the City's telecommunications regulations to reflect legislation at the state level, including requirements of the "Uniform Wireless Communications Infrastructure Deployment Act" contained in Missouri Revised Statutes (RSMo), Chapter 67, Sections 67.5090 to 67.5103, as well as amendments deemed necessary by special legal counsel; and

WHEREAS, the proposed text amendment makes the zoning code conform more closely with the City's Master Plan, improves public health, safety and general welfare by clarifying or better implementing the intent of the Code; and

WHEREAS, the general effects of the proposed text amendment to property and residents in the City of Parkville are to ensure to the City's telecommunications regulations do not conflict with any state or federal requirements now or in the future; and

WHEREAS, the proposed text amendment to the zoning code requires a public hearing before the Planning and Zoning Commission in accordance with RSMo §89.050 of Parkville Municipal Code Chapter 483 and accordingly all public hearing notices were posted and published as required; and

WHEREAS, on August 9, 2016, the Planning and Zoning Commission held a public hearing to consider the proposed text amendment, concurred with staff's conclusions and recommendation, and unanimously recommended approval of the proposed text amendment contained herein by a vote of 8 to 0; and

WHEREAS, the Board of Aldermen hereby concurs with the Planning and Zoning Commission's conclusions and accepts their recommendation; and

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

SECTION 1. Parkville Municipal Code, Title IV, Chapter 471 is hereby amended to reflect the proposed text amendment as shown in Exhibit A.

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

PASSED and APPROVED this 20th day of September 2016.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

Missouri Revised Statutes

Chapter 67 Political Subdivisions, Miscellaneous Powers

Section 67.5094.1

August 28, 2015

Prohibited acts by authority.

67.5094. In order to ensure uniformity across the state of Missouri with respect to the consideration of every application, an authority shall not:

- (1) Require an applicant to submit information about, or evaluate an applicant's business decisions with respect to its designed service, customer demand for service, or quality of its service to or from a particular area or site;
- (2) Evaluate an application based on the availability of other potential locations for the placement of wireless support structures or wireless facilities, including without limitation the option to collocate instead of construct a new wireless support structure or for substantial modifications of a support structure, or vice versa; provided, however, that solely with respect to an application for a new wireless support structure, an authority may require an applicant to state in such applicant's application that it conducted an analysis of available collocation opportunities on existing wireless towers within the same search ring defined by the applicant, solely for the purpose of confirming that an applicant undertook such an analysis; for collocation to any certified historic structure as defined in section [253.545](#), in addition to all other applicable time requirements, there shall be a thirty-day time period before approval of an application. During such time period, an authority shall hold one or more public hearings on collocation to a certified historic structure;
- (3) Dictate the type of wireless facilities, infrastructure or technology to be used by the applicant, including, but not limited to, requiring an applicant to construct a distributed antenna system in lieu of constructing a new wireless support structure;
- (4) Require the removal of existing wireless support structures or wireless facilities, wherever located, as a condition for approval of an application;
- (5) With respect to radio frequency emissions, impose environmental testing, sampling, or monitoring requirements or other compliance measures on wireless facilities that are categorically excluded under the Federal Communication Commission's rules for radio frequency emissions under 47 CFR 1.1307(b)(1) or other applicable federal law, as the same may be amended or supplemented;

- (6) Establish or enforce regulations or procedures for RF signal strength or the adequacy of service quality;
- (7) Establish or enforce regulations or procedures for environmental safety for any wireless communications facility that is inconsistent with or in excess of those required by OET Bulletin 65, entitled Evaluating Compliance with FCC Guidelines for Human Exposure to Radio Frequency Electromagnetic Fields, Edition 97-01, released August, 1997, and Supplement A: Additional Information for Radio and Television Broadcast Stations;
- (8) In conformance with 47 U.S.C. Section 332(c)(7)(b)(4), reject an application, in whole or in part, based on perceived or alleged environmental effects of radio frequency emissions;
- (9) Impose any restrictions with respect to objects in navigable airspace that are greater than or in conflict with the restrictions imposed by the Federal Aviation Administration;
- (10) Prohibit the placement of emergency power systems that comply with federal and state environmental requirements;
- (11) Charge an application fee, consulting fee, or other fee associated with the submission, review, processing, and approval of an application that is not required for similar types of commercial development within the authority's jurisdiction. Fees imposed by an authority for or directly by a third-party entity providing review or technical consultation to the authority must be based on actual, direct, and reasonable administrative costs incurred for the review, processing, and approval of an application. Except when mutually agreeable to the applicant and the authority, total charges and fees shall not exceed five hundred dollars for a collocation application or one thousand five hundred dollars for an application for a new wireless support structure or for a substantial modification of a wireless support structure. Notwithstanding the foregoing, in no event shall an authority or any third-party entity include within its charges any travel expenses incurred in a third-party's review of an application and in no event shall an applicant be required to pay or reimburse an authority for consultation or other third-party fees based on a contingency or result-based arrangement;
- (12) Impose surety requirements, including bonds, escrow deposits, letters of credit, or any other type of financial surety, to ensure that abandoned or unused facilities can be removed unless the authority imposes similar requirements on other permits for other types of commercial development or land uses;
- (13) Condition the approval of an application on the applicant's agreement to provide space on or near the wireless support structure for authority or local governmental services at less than the market rate for space or to provide other services via the structure or facilities at less than the market rate for such services;
- (14) Limit the duration of the approval of an application;

(15) Discriminate or create a preference on the basis of the ownership, including ownership by the authority, of any property, structure, or tower when promulgating rules or procedures for siting wireless facilities or for evaluating applications;

(16) Impose any requirements or obligations regarding the presentation or appearance of facilities, including, but not limited to, those relating to the kind or type of materials used and those relating to arranging, screening, or landscaping of facilities if such regulations or obligations are unreasonable;

(17) Impose any requirements that an applicant purchase, subscribe to, use, or employ facilities, networks, or services owned, provided, or operated by an authority, in whole or in part, or by any entity in which an authority has a competitive, economic, financial, governance, or other interest;

(18) Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the authority in connection with the authority's exercise of its police power-based regulations; or

(19) Condition or require the approval of an application based on the applicant's agreement to permit any wireless facilities provided or operated, in whole or in part, by an authority or by any entity in which an authority has a competitive, economic, financial, governance, or other interest, to be placed at or collocated with the applicant's wireless support structure.

(L. 2013 H.B. 331, A.L. 2014 S.B. 650)

Chapter 471. Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers

Section 471.010. Definitions.

[Ord. No. 1681 §1, 11-4-1997]

As used in this Chapter, the following terms shall have the meanings indicated:

ALTERNATIVE COMMUNICATION TOWER STRUCTURE

Manmade trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

ANTENNA

Any exterior apparatus designed for telephonic, radio, or television communications through the sending and/or receiving of electromagnetic waves.

APPLICANT

The property owner and the telecommunication company.

FAA

The Federal Aviation Administration.

FCC

The Federal Communications Commission.

GOVERNING AUTHORITY

The Planning Commission and the Board of Aldermen of the City of Parkville.

GUYED TOWERS

Towers supported by guy wires.

HEIGHT

(When referring to a tower or other structure), the distance measured from ground level to the highest point on the tower or other structure, even if said highest point is an antenna.

LATTICE TOWERS

Self-supported three or four sided towers made of steel lattice, with no guy wires

MONOPOLE TOWER

A communication tower consisting of a single pole, constructed without guy wires and ground anchors.

PRE-EXISTING TOWERS AND ANTENNAS

The meaning set forth in Section **471.020(D)** of this Chapter.

TOWER

Any structure that is designed or constructed primarily for the purpose of supporting one (1) or more antennas. This term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative communication tower structures, support structures, and the like.

Section 471.020. Applicability.

[Ord. No. 1681 §2, 11-4-1997]

- A. *District Height Limitations.* The requirements set forth in this Chapter shall govern the location of towers that exceed, and antennas that are installed at a height in excess of, the height limitations specified for each zoning district. The height limitations applicable to buildings and structures shall not apply to towers and antennas.
- B. *Amateur Radio — Receive-Only Antennas.* This Chapter shall not govern any tower, or the installation of any antenna, that is under seventy (70) feet in height and is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive only antennas.
- C. *City Rights-Of-Way.* All requirements herein for towers, antennas, and associated equipment and facilities shall equally apply to any application for antenna or tower placement within City rights-of-way.
- D. *Pre-Existing Towers And Antennas.* Any tower or antenna for which a permit has been properly issued prior to the effective date of this Chapter of the Municipal Code shall not be required to meet the requirements of this Chapter, other than the requirements of Section **471.020(F)** and Section **471.050**. Any such towers or antennas shall be referred to in this Chapter as "pre-existing towers" or "pre-existing antennas".
- E. *Building Codes — Safety Standards.* All requirements in Chapter **471** of the Code shall apply to the construction, modification and maintenance of each Tower and are reincorporated herein as building code requirements to the extent permitted by law. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable local buildings codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. Any structural modification or alteration to an existing tower or antenna will require a structural analysis by a licensed professional engineer in the State of Missouri as part of the application for the same, unless waived by the Community Development Director. If, upon inspection, the governing authority concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance within said thirty (30) days, the City of Parkville may remove such tower at the owner's expense.
- F. *Other State and Federal Requirements.* All towers must comply with all applicable laws and meet current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate towers and antennas.
- G. *Preemption.* Notwithstanding any ordinance to the contrary, the procedures set forth in this Chapter **471** shall be applicable to all Wireless Communications Facilities existing or installed, built or modified after the effective date of this Chapter to the fullest extent permitted by law. No provision of this Chapter shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law and furthermore, if any section, subsection, sentence, clause, phrase, or portion of this Chapter is now or in the future superseded or preempted by state or federal law or found by a court of competent

jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by law.

Section 471.030. Intent.

[Ord. No. 1681 §3, 11-4-1997]

- A. *Purpose — Goals.* The purpose of this Chapter is to establish general guidelines for the siting of towers and antennas. The goals of this Chapter are to:
1. Encourage the location of towers in non-residential areas throughout the community;
 2. Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;
 3. Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas; and
 4. Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently.
- B. *Aesthetics — Lighting.* The guidelines set forth in this Section **471.030(B)** shall govern the location of all towers, and the installation of all antennas governed by this Chapter provided, however, that the Planning Commission may waive these requirements if it determines that the goals of this Chapter are better served thereby or if the requirements are not technically feasible as demonstrated by the applicant with substantial evidence.
1. Towers shall maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a light, neutral color so as to reduce visual obtrusiveness. A tower shall not dominate the skyline.
 2. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the tower facilities into the natural setting and built environment. Metal equipment buildings are prohibited.
 3. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a light, neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
 4. Lighting may or may not be required by the FAA. If lighting is required, the Planning Commission may review the available lighting alternatives and approve the design that would meet but not exceed any restrictions imposed by the FAA.
- C. *Safety.* All telecommunication towers and antennas shall be reasonably designed to reduce the potential damage to persons or property from falling equipment, ice or debris from wind, damage or structural failure.
- D. *Security.* All telecommunication towers and antennas shall be protected from unauthorized access by appropriate security measures. A description of proposed security measures shall be provided as part of any application to install, build, alter or modify telecommunication towers and antennas. Additional measures may be required as a condition of the issuance of a Building Permit as deemed necessary by the Community Development Director or by the City Council in the case of a conditional use permit.

Section 471.040. Conditional Use Permits.

[Ord. No. 1681 §4, 11-4-1997]

- A. *General.* The following provisions shall govern the issuance of conditional use permits:
1. A conditional use permit shall be required for the construction of a new tower or the placement of an antenna in all zoning districts, or substantial modification to an existing telecommunication tower or antenna as defined by Missouri statutes. The applicant shall complete an application for conditional use permit, including all required details, supporting data, application fees and related expenses as adopted in Chapter **840** of the Parkville Municipal Code.
 2. In granting a conditional use permit, the Planning Commission shall hold a public hearing as provided in Chapter **483** and submit a recommendation to the Board of Aldermen within thirty (30) days following said hearing. The governing authority may impose conditions to the extent the governing authority concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.
 3. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer in the State of Missouri.
- B. *Decision and Findings Required.* A decision by the governing authority shall be contemporaneously accompanied by substantial evidence supporting the decision, which shall be made a part of the written record of the meeting at which a final decision on the application is rendered. Evidence may be submitted with the application or thereafter, or presented during the public hearing by the Applicant or others.
- C. *Information Required.* Each applicant requesting a conditional use permit under this Chapter shall submit a scaled site plan and a scaled elevation view and other supporting drawings, calculations, and other documentation signed and sealed by appropriate licensed professionals showing the location and dimensions of all improvements, including information concerning topography, tower height requirements, setbacks, drives, parking, fencing, landscaping, adjacent uses, and other information deemed by the Planning Commission to be necessary to assure compliance with this Chapter. For applications for sites within City rights-of-way or on City-owned property, no application shall be submitted for permit approval without attaching the City's consent to use the right-of-way or property for the specific construction application. This consent should be in the form of an agreement with the City to place and/or maintain private improvements in City rights-of-way or on City-owned property.
- D. *Criteria Considered In Granting Conditional Use Permits.* The Planning Commission shall consider the following factors in determining whether to issue a conditional use permit, although the Planning Commission may waive or reduce the burden on the applicant of one (1) or more of these criteria if the Planning Commission concludes that the goals of this Chapter are better served thereby, or if the requirements are not technically feasible as demonstrated by the applicant with substantial evidence.
1. The maximum height of a tower shall not exceed one hundred eighty (180) feet above the existing ground level.
 2. Telecommunication facilities should be located and designed to minimize any adverse effect they may have on residential property values.
 - a. Colors and facility designs should be compatible with surrounding buildings and/or uses in the area or those likely to exist in the area and should restrain the facility from dominating the surrounding area.

- b. Location and design of sites in commercial or industrial zones should consider the impact of these sites on surrounding neighborhoods, particularly the visual impact within the zone district and beyond, in residential areas.
 - c. Fencing should not necessarily be used to screen a site, and security fencing should be colored or should be of a design which blends into the character of the existing environment.
 - d. Freestanding facilities should be located to avoid a dominant silhouette.
 - e. Strobe lights are prohibited at night unless required by the Federal Aviation Administration.
3. Towers and all related equipment and facilities should be architecturally compatible with surrounding buildings and land uses in the zone district or otherwise integrated, through location and design, to blend in with the existing characteristics of the site to the extent practical.
 4. At the time of the conditional use request, an evaluation of the visual impact should be taken into consideration if vegetation is to be removed.
 5. Innovative designs should be used whenever the screening potential of the site is low. For example, by constructing screening structures which are compatible with surrounding architecture, the visual impact of a site may be mitigated.
 6. *Roof and/or building mount facility.* Antennas on the rooftop or above a structure shall be screened, constructed and/or colored to match the structure to which they are attached. Antennas mounted on the side of a building or structure shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Microwave antennas exceeding twelve (12) inches in diameter on a roof or building-mounted facility shall not exceed the height of the structure to which they are attached, unless fully enclosed. If an accessory equipment shelter is present, it must blend with the surrounding building(s) in architectural character and color. (All antennas and structures must comply with adopted building codes.)

The structure must be architecturally and visually (in color, bulk, size) compatible with surrounding existing buildings, structures, vegetation, and/or uses in the area or those likely to exist under the terms of the underlying zoning.

- E. *Setbacks And Separation.* Unless otherwise required by law, the following setbacks and separation requirements shall apply to all towers and antennas for which a conditional use permit is required, provided, however that the Planning Commission may reduce the standard setbacks and separation requirements if the applicant demonstrates by substantial evidence that the goals of this Chapter would be better served thereby.
1. Towers must be set back:
 - a. A distance equal to the twice the height of the tower (as measured from the furthest extension on the tower support structure) from any off-site residential structure; or
 - b. Five hundred (500) feet from any residential structure, whichever figure is greater. For towers less than fifty (50) feet in height, the minimum setback shall be two hundred (200) feet.
 2. Towers and accessory facilities must satisfy the minimum zoning district setback requirements. Minimum setbacks for microcell and repeaters are those required for any accessory building or structure within the zone district.

3. Minimum setbacks for freestanding monopole towers and minimum setback of towers and supports — when located within two hundred fifty (250) feet from any public rights-of-way, sidewalk or street, alley, parking area, playground, or building (except for parking and buildings dedicated solely for access to or maintenance of the tower support structure), and from any property line — shall be the tower height (as measured from the furthest extension on the tower support structure) or the minimum setback for any accessory building within the zone district, whichever is greater. Minimum setback of towers and supports — when not located within two hundred fifty (250) feet from any public rights-of-way, sidewalk or street, alley, parking area, playground, or building (except for parking and buildings dedicated solely for access to or maintenance of the tower support structure), and from any property line — shall be the standard setback for a building or structure within the zone district.
 4. In residential or business zones, towers over ninety (90) feet in height shall not be located within one-half ($\frac{1}{2}$) of a mile from any existing tower that is over ninety (90) feet in height. In industrial zones, towers over ninety (90) feet in height shall not be located within one-quarter ($\frac{1}{4}$) of a mile from any existing tower that is over ninety (90) feet in height.
 5. For applications for sites within City rights-of-way, the most restrictive adjacent underlying zoning district classification shall apply unless otherwise specifically zoned and designated on the official zoning map.
- F. *Security Fencing.* Towers shall be enclosed by security fencing not less than six (6) feet in height and shall also be equipped with an appropriate anti-climbing device; provided, however, that the governing authority may waive such requirements as it deems appropriate.
- G. *Landscaping.* The following requirements shall govern the landscaping surrounding towers for which a conditional use permit is required, provided, however, that the Planning Commission may waive such requirements if the goals of this Chapter would be better served thereby, or if not technically feasible as demonstrated by the applicant with substantial evidence.
1. Tower facilities shall be landscaped with a buffer of plant materials that effectively screen the view of the tower compound from adjacent residential property. The standard buffer shall consist of a landscaped strip, at least four (4) feet wide, outside the perimeter of the compound.
 2. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases such as towers sited on large, wooded lots, natural growth around the property perimeter may be sufficient buffer.
- H. *Historic Preservation; 30-day hearing period.* A Conditional Use Permit shall not be issued for any telecommunication tower or antenna that the Governing Authority determines would create a significant negative visual impact or otherwise have a significant negative impact on the historical character and quality of any property within a Historic Preservation District or such District as a whole. For collocation of any certified historic structure as defined in Section 253.545 RSMo., in addition to all other applicable time requirements, there shall be a thirty (30) day time period before approval of an application during which one or more public hearings on collocation to a certified historic structure are held.

Section 471.050. Abandonment.

[Ord. No. 1681 §7, 11-4-1997]

It shall be the duty of the facility owner to notify the City when the site is no longer to be used for telecommunication purposes. Telecommunication facilities, which are not in use for six (6) months for telecommunication purposes, shall be removed by the telecommunication facility owner. This removal shall occur within ninety (90) days of the end of such six (6) month period at the owner's expense. Upon removal, the site shall be re-planted to blend with the existing surrounding vegetation. A tower not removed as mandated above shall be deemed to be a dangerous building as defined in the Uniform Code for the Abatement of Dangerous Buildings, adopted as part of the Building Code in Chapter **500** of the Parkville Municipal Code, and shall be removed under the provisions of Chapters 7 through 9. Any applicant for a new tower shall place a bond or other security with the City prior to any final approval to ensure abandoned towers can be removed. The bond or security shall be in the form and amount approved by the Community Development Director based on the valuation of the tower at the time of construction and necessary amount required for a Demolition Permit. The amount of the bond shall be determined by the Director to satisfy the requirements hereof with regard to the specific tower to which it would apply based on the estimated total cost of removal of that tower.



Application #: PZ16-12
 Date Submitted: July 1, 2016
 Public Hearing: August 9, 2016
 Date Approved: _____

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

**Application for Text Amendment
(Zoning & Subdivision Regulations)**

1. Applicant / Contact Information

Applicant(s)

Name: City of Parkville
 Address: 8880 Clark Ave
 City, State: Parkville, MO
 Phone: 816-741-7676 Fax: 816-741-0013
 E-mail: slachky@parkvillemo.gov

Primary Contact(s), if different from applicant

Name: Lauren Palmer
 Address: 8880 Clark Ave
 City, State: Parkville, MO
 Phone: 816-741-7676 Fax: 816-741-0013
 E-mail: lpalmer@parkvillemo.gov

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

Applicant's Signature (Required)  Date: 7-27-16

2. Proposed Text Amendment

The following information may be submitted on a separate sheet if necessary.

Amendment proposed to (Chapter, Section and Subsection number): Chapter 471
 Section / Subsection Title: Regulations Governing The Installation and Operation of Telecommunication Antennas
 Existing text: See Attached

Proposed text: See Attached

Reason for amendment: Recommended by special legal counsel services related to telecommunications and cell phone towers.

Generally, amendments are evaluated based on whether their benefit will likely outweigh any potential pitfalls, and their ability to implement community goals and objectives and improve the existing code. Describe below or on a separate sheet potential benefits and effects of the proposed amendment.

General benefits to property and residents in the City of Parkville (i.e. does the amendment make the code conform more closely with the City's Master Plan; improve public health, safety or general welfare; clarify or better implement the intent of the Code; or other): The proposed text amendment updates the City's telecommunications regulations to reflect legislation at the state level, including requirements of the "Uniform Wireless Communications Infrastructure Deployment Act" contained in Missouri Revised Statutes (RSMo), Chapter 67, Sections 67.5090 to 67.5103; as well as amendments deemed necessary by special legal counsel.

General effects to property and residents in the City of Parkville: Ensure the City's telecommunications regulations do not conflict with any state or federal requirements now or in the future.

Completed application, including all required details and supporting data.

N/A Nonrefundable application fee of \$300.00. Applicant will be billed to recover costs for required publication and certified notice to adjacent property owners. N/A

Application accepted as complete by: Brady C. Brewster / CD Intern 07/25/2016
Name/Title Date

N/A Application fee payment by Check M.O. Cash Check/M.O. #: _____

Accepted by: Brady Brewster / Comm. Dev Intern 07/25/2016
Name/Title Date

Hearing notice published in: The Landmark Date of publication: Wednesday, July 13, 2016
Newspaper

Final reimbursable costs paid (if applicable). Date of Action: N/A

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

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

Public Hearing Notice: The Planning and Zoning Commission of Parkville, MO will hold a public hearing on Tuesday, August 9, 2016 at 5:30 p.m. at Parkville City Hall, 8880 Clark Ave, Parkville, MO to consider a request to amend Parkville Municipal Code, Chapter 471: Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers. This hearing is open to the public and all interested parties are welcome to attend and address the Planning and Zoning Commission regarding the matter. A copy of supporting documents may be viewed online at <http://parkvillemo.gov/public-hearings/> or at Parkville City Hall during regular office hours.

Staff Analysis

Agenda Item: 4.C

Proposal: Request for text amendment to Parkville Municipal Code, Title IV, Chapter 471: Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers.

Case No: PZ16-12

Applicant: City of Parkville

Exhibits:

- A. This staff report
- B. Application for Text Amendment (Zoning & Subdivision Regulations)
- C. Proposed text amendment
- D. Proposed removals to Chapter 471
- E. Proposed additions and modifications to Chapter 471
- F. RSMo, Section 67.5094.1
- G. Safety Fall Zone Information and Resources
- H. Public Hearing Notice
- I. Additional exhibits as may be presented at the public hearing

By Reference:

- A. Parkville Municipal Code, Title IV, Chapter 471: Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers - <http://www.ecode360.com/27902622>
- B. Missouri Revised Statutes (RSMo), Chapter 67, Sections 67.5090 to 67.5103 - <http://www.moga.mo.gov/mostatutes/stathtml/06700050901.html>

Overview

On July 5, 2013, Governor Jay Nixon of Missouri signed into law HB 331 – the “Uniform Wireless Communications Infrastructure Deployment Act” (the “Act”). The purpose of the Act is, “to encourage and streamline the deployment of broadband facilities and to help ensure that robust wireless communication services are available throughout Missouri.” Under the Act, when considering applications for the construction of wireless facilities, local authorities:

- Are prohibited from evaluating an application based on the availability of other potential locations for a facility (though they may still require applicants to state whether they’ve analyzed available collocation opportunities);
- Cannot dictate the type of technology used by an applicant to deploy its technology; and
- May not unreasonable dictate the appearance of wireless facilities, such as what types of materials are used or how the facility must be screened or landscaped (this leaves some discretion to the local authority so long as the requirements are “reasonable,” which is not further defined within the Act.).

On June 7, 2016, the City of Parkville received authorization by the Board of Aldermen to enter into a professional services agreement with Cunningham, Vogel & Rost, P.C. for special legal

counsel services related to telecommunications and cell phone towers (Ordinance No. 2848). Since that time, legal counsel by Cunningham, Vogel & Rost, P.C. has recommended the City update its telecommunications regulations to reflect legislation at the state level, specifically requirements of the Act contained in RSMo, Sections 67.5090 to 67.5103 (See Exhibit E).

The city's telecommunications regulations are contained within Parkville Municipal Code, Title IV, Chapter 471: Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers. The regulations in this chapter were adopted on November 4, 1997 (Ordinance No. 1681). Staff has reviewed provisions of the Act against Parkville's regulations, and drafted proposed text amendments to Chapter 471 to bring the city in compliance with Missouri's state requirements. Further, staff has consulted with Chris Brewster (Gould Evans) — who is currently conducting Parkville's Zoning Code and Subdivision Regulations Update project — regarding immediate organizational/structural modifications for the Chapter. Lastly, legal counsel by Cunningham, Vogel & Rost, P.C. has reviewed the proposed text amendment (Exhibit B). In summary, these proposed text amendment:

- Remove requirements of Chapter 471 conflicting with RSMo Section 67.5094.1: Prohibited acts by authority.
- Add preemption language to Chapter 471 stating that requirements shall not supersede any federal or state law now or in the future.
- Add that decisions and findings for a conditional use permit need to be based upon substantial evidence.
- Add minimum setback requirements for all zoning districts and city rights-of-way.
- Reorganize sections and language in Chapter 471 for organizational purposes.

Staff Conclusion and Recommendation

Staff recommends approval of the proposed text amendment to Parkville Municipal Code, Title IV, Chapter 471: Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers, as depicted in Exhibit B. Consideration of text amendment requires a public hearing. Required public hearing notices were published and no comments have been received as of the date of this staff analysis report. It should be noted that the recommendation contained in this report is made without knowledge of any facts and testimony which may be presented during the public hearing, and that the conclusions herein are subject to change as a result of any additional information that may be presented.

Necessary Action

Following consideration of the proposed text amendment, the factors discussed above and any testimony presented during the public hearing, the Planning and Zoning Commission must recommend approval (with or without conditions) or denial of the text amendment, unless otherwise postponed. Unless postponed, the Planning Commission's action will be forwarded to the Board of Aldermen along with any explanation thereof for final action.

End of Memorandum

Stephen Lachky, AICP
Community Development Director

7-29-16
Date

Cc: Brady Brewster
Community Development Intern

Exhibit D – Proposed Removals

Chapter 471. Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers

Section 471.010. Definitions.

[Ord. No. 1681 §1, 11-4-1997]

As used in this Chapter, the following terms shall have the meanings indicated:

ALTERNATIVE COMMUNICATION TOWER STRUCTURE

Manmade trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

ANTENNA

Any exterior apparatus designed for telephonic, radio, or television communications through the sending and/or receiving of electromagnetic waves.

APPLICANT

The property owner and the telecommunication company.

FAA

The Federal Aviation Administration.

FCC

The Federal Communications Commission.

GOVERNING AUTHORITY

The Planning Commission and the Board of Aldermen of the City of Parkville.

GUYED TOWERS

Towers supported by guy wires.

HEIGHT

(When referring to a tower or other structure), the distance measured from ground level to the highest point on the tower or other structure, even if said highest point is an antenna.

LATTICE TOWERS

Self-supported three or four sided towers made of steel lattice, with no guy wires

MONOPOLE TOWER

A communication tower consisting of a single pole, constructed without guy wires and ground anchors.

PRE-EXISTING TOWERS AND ANTENNAS

The meaning set forth in Section **471.020(C)** of this Chapter.

TOWER

Any structure that is designed and constructed primarily for the purpose of supporting one (1) or more antennas. This term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures, and the like.

Exhibit D – Proposed Removals

Section 471.020. Applicability.

[Ord. No. 1681 §2, 11-4-1997]

- A. *District Height Limitations.* The requirements set forth in this Chapter shall govern the location of towers that exceed, and antennas that are installed at a height in excess of, the height limitations specified for each zoning district. The height limitations applicable to buildings and structures shall not apply to towers and antennas.
- B. *Amateur Radio — Receive-Only Antennas.* This Chapter shall not govern any tower, or the installation of any antenna, that is under seventy (70) feet in height and is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive only antennas.
- C. *Pre-Existing Towers And Antennas.* Any tower or antenna for which a permit has been properly issued prior to the effective date of this Chapter (November 4, 1997) of the Municipal Code shall not be required to meet the requirements of this Chapter, other than the requirements of Section **471.030(E)** and Section **471.060**. Any such towers or antennas shall be referred to in this Chapter as "pre-existing towers" or "pre-existing antennas".

~~D. *Destruction Of A Pre Existing Tower.* No pre-existing tower which has been damaged by any cause whatsoever to the extent of more than fifty percent (50%) of the fair market value of the facility, immediately prior to damage, shall be restored except in conformity with the regulations of this Title and all rights as a non-conforming use are terminated. If a tower is damaged by less than fifty percent (50%) of the fair market value, it may be repaired or reconstructed and used as before the time of damage, provided that such repairs or reconstruction be substantially completed within three (3) months of the date of such damage.~~

Comment [SL1]: Section **473.040** of our Zoning Code already contains non-conforming structure provisions.

Section 471.030. **General Guidelines and Requirements.**

[Ord. No. 1681 §3, 11-4-1997]

- A. *Purpose — Goals.* The purpose of this Chapter is to establish general guidelines for the siting of towers and antennas. The goals of this Chapter are to:
 - 1. Encourage the location of towers in non-residential areas and **minimize the total number of towers** throughout the community;
 - ~~2. Encourage the joint use of new and existing tower sites;~~
 - 3. Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;
 - 4. Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas; and
 - 5. Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently.

Comment [SL2]: Prohibited by §2 of (Mo. Rev. Stat. §67.5094.1). Local authorities are prohibited from evaluating an application based on the availability of other potential locations for a facility, although an authority may require an applicant to state whether it analyzed collocation opportunities within the same search area of a proposed structure.

~~B. *Types Of Towers.* All towers shall be self-supporting monopole or lattice towers. Alternative communication tower structures (as defined in Section 471.010) are encouraged.~~

Comment [SL3]: Prohibited by §3 of Mo. Rev. Stat. §67.5094.1. Local authorities are prohibited from determining the type of technology used by applicants to construct their structures or facilities.

- C. *Inventory Of Existing Sites.* Each applicant for an antenna and/or tower shall provide to the Planning Commission an inventory of its existing towers that are either within the jurisdiction of the City of Parkville or within five (5) miles of the border thereof, including specific information about the location, height, and design of each tower. The Planning Commission

Exhibit D – Proposed Removals

may share such information with other applicants applying for administrative approvals or conditional use permits under this governing authority provided, however, that the Planning Commission is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

- D. *Aesthetics — Lighting.* The guidelines set forth in this Section **471.030(D)** shall govern the location of all towers, and the installation of all antennas governed by this Chapter provided, however, that the Planning Commission may waive these requirements if it determines that the goals of this Chapter are better served thereby.
1. Towers shall maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a light, neutral color so as to reduce visual obtrusiveness. A tower shall not dominate the skyline.
 2. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the tower facilities into the natural setting and built environment. Metal equipment buildings are prohibited.
 3. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a light, neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
 4. The City may or may not require lighting, even if not required by the FAA. If lighting is required, the Planning Commission may review the available lighting alternatives and approve the design that would ~~cause the least disturbance to the surrounding views.~~
- E. *Federal Requirements.* All towers must meet or ~~exceed~~ current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate towers and antennas.
- F. *Building Codes — Safety Standards.* To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable local buildings codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the governing authority concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance within said thirty (30) days, the City of Parkville may remove such tower at the owner's expense.

Section 471.040. Conditional Use Permits.

[Ord. No. 1681 §4, 11-4-1997]

- A. *General.* The following provisions shall govern the issuance of conditional use permits:
1. A conditional use permit shall be required for the construction of a tower or the placement of an antenna in all zoning districts.
 2. In granting a conditional use permit, the governing authority may impose conditions to the extent the governing authority concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties. ~~The term of the conditional use permit may be limited.~~
 3. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer.

Comment [SL4]: §9 of RSMo 67.5094.1 prohibits any restrictions that are of greater intensity or in conflict with restrictions imposed by the FAA.

Comment [SL5]: Local authorities can no longer place duration requirements on development approvals. Since a CUP functions as an approval in the case of telecom towers, it doesn't look like this can be restricted per §14 of RSMo 401.01-101.

Exhibit D – Proposed Removals

- B. *Information Required.* Each applicant requesting a conditional use permit under this Chapter shall submit a scaled site plan and a scaled elevation view and other supporting drawings, calculations, and other documentation signed and sealed by appropriate licensed professionals showing the location and dimensions of all improvements, including information concerning topography, radio frequency coverage, tower height requirements, setbacks, drives, parking, fencing, landscaping, adjacent uses, and other information deemed by the Planning Commission to be necessary to assure compliance with this Chapter.
- C. *Technical Review.* The telecommunication industry uses various methodologies and analysis tools, including geographically based computer software, to determine the specific technical parameters of a telecommunication facility, such as expected coverage area, antenna configuration, topographic constraints that affect signal paths, etc. In certain instances there may be a need for expert review by a third party of the technical data submitted by the telecommunication provider. The Planning Commission and/or Board of Aldermen may require such a technical review, to be paid for by the applicant, for the telecommunication facility. Selection of the third party expert shall be approved by the Board of Aldermen before the review is commenced.
- D. *Criteria Considered In Granting Conditional Use Permits.* The Planning Commission shall consider the following factors in determining whether to issue a conditional use permit, although the Planning Commission may waive or reduce the burden on the applicant of one (1) or more of these criteria if the Planning Commission concludes that the goals of this Chapter are better served thereby.
1. The maximum height of a tower shall not exceed one hundred eighty (180) feet above the existing ground level.
 2. Telecommunication facilities should be located and designed to minimize any adverse effect they may have on residential property values.
 - a. Colors and facility designs should be compatible with surrounding buildings and/or uses in the area or those likely to exist in the area and should restrain the facility from dominating the surrounding area.
 - b. Location and design of sites in commercial or industrial zones should consider the impact of these sites on surrounding neighborhoods, particularly the visual impact within the zone district and beyond, in residential areas.
 - c. Fencing should not necessarily be used to screen a site, and security fencing should be colored or should be of a design which blends into the character of the existing environment.
 - d. Freestanding facilities should be located to avoid a dominant silhouette.
 - e. Strobe lights are prohibited at night unless required by the Federal Aviation Administration.
 3. Facilities should be architecturally compatible with surrounding buildings and land uses in the zone district or otherwise integrated, through location and design, to blend in with the existing characteristics of the site to the extent practical.
 4. At the time of the conditional use request, an evaluation of the visual impact should be taken into consideration if vegetation is to be removed.
 5. Innovative designs should be used whenever the screening potential of the site is low. For example, by constructing screening structures which are compatible with surrounding architecture, the visual impact of a site may be mitigated.

Comment [SL6]: The Prohibited Acts §6 of RSMo 67.5094.1 states that regulations or procedures for radio frequency signal strength or the adequacy of service quality can't be established and enforced.

Comment [SL7]: §2 of RSMo 67.5094.1 prohibits evaluating an application based on the availability of other potential locations for a facility; or evaluating an application based on the quality of its service from a particular area or site.

Exhibit D – Proposed Removals

6. *Roof and/or building mount facility.* Antennas on the rooftop or above a structure shall be screened, constructed and/or colored to match the structure to which they are attached. Antennas mounted on the side of a building or structure shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Microwave antennas exceeding twelve (12) inches in diameter on a roof or building-mounted facility shall not exceed the height of the structure to which they are attached, unless fully enclosed. If an accessory equipment shelter is present, it must blend with the surrounding building(s) in architectural character and color. (All antennas and structures must comply with adopted building codes.)
7. Minimum setbacks for microcell and repeaters are those required for any accessory building or structure within the zone district.
8. Minimum setbacks for freestanding monopole towers and minimum setback of towers and supports when located within two hundred fifty (250) feet of any property zoned for residential land use shall be the tower height or the minimum setback for any accessory building within the zone district, whichever is greater. Minimum setback of towers when not located within two hundred fifty (250) feet of any property zoned for residential land use shall be the standard setback for a building or structure within the zone district.

The structure must be architecturally and visually (in color, bulk, size) compatible with surrounding existing buildings, structures, vegetation, and/or uses in the area or those likely to exist under the terms of the underlying zoning.

~~E. *Availability Of Suitable Existing Towers Or Other Structures.* No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Planning Commission that no existing tower or structure can accommodate the applicant's proposed antenna. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antenna shall consist of the following:~~

- ~~1. No existing towers or structures are located within the geographic area required to meet applicant's engineering requirements.~~
- ~~2. Existing towers or structures are not of sufficient height to meet applicant's engineering requirements.~~
- ~~3. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.~~
- ~~4. Applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.~~
- ~~5. The fees, costs, or contractual provisions required by the owner, in order to share an existing tower or structure or to adapt an existing tower or structure for sharing, are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.~~
- ~~6. Applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.~~
- ~~7. For every tower in the inventory area designated in Section 471.030(C) which has not been ruled out by the provisions of items 1 – 6 above, the applicant shall provide a letter of refusal of co-location request, signed by the property owner or agent.~~

E. *Setbacks And Separation.* The following setbacks and separation requirements shall apply to all towers and antennas for which a conditional use permit is required, provided, however

Comment [SL8]: Prohibited Acts §2 of RSMo 67.5094.1 states local authorities cannot evaluate an application based on the availability of other potential locations for a facility, although an authority may require an applicant to state whether it analyzed available collocation opportunities within a specified search area.

Exhibit D – Proposed Removals

that the Planning Commission may reduce the standard setbacks and separation requirements if the goals of this Chapter would be better served thereby.

1. Towers must be set back:
 - a. A distance equal to the twice the height of the tower from any off-site residential structure; or
 - b. Five hundred (500) feet from any residential structure, whichever figure is greater. For towers less than fifty (50) feet in height, the minimum setback shall be two hundred (200) feet.
 2. Towers and accessory facilities must satisfy the minimum zoning district setback requirements.
 3. In residential or business zones, towers over ninety (90) feet in height shall not be located within one-half ($\frac{1}{2}$) of a mile from any existing tower that is over ninety (90) feet in height. In industrial zones, towers over ninety (90) feet in height shall not be located within one-quarter ($\frac{1}{4}$) of a mile from any existing tower that is over ninety (90) feet in height.
- F. *Security Fencing.* Towers shall be enclosed by security fencing not less than six (6) feet in height and shall also be equipped with an appropriate anti-climbing device; provided, however, that the governing authority may waive such requirements as it deems appropriate. ~~This shall be required from first (1st) day of construction; however, throughout construction, fence may be of a temporary nature, sufficient to keep out unauthorized persons.~~
- G. *Landscaping.* The following requirements shall govern the landscaping surrounding towers for which a conditional use permit is required, provided, however, that the Planning Commission may waive such requirements if the goals of this Chapter would be better served thereby.
1. Tower facilities shall be landscaped with a buffer of plant materials that effectively screen the view of the tower compound from adjacent residential property. The standard buffer shall consist of a landscaped strip, at least four (4) feet wide, outside the perimeter of the compound.
 2. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases such as towers sited on large, wooded lots, natural growth around the property perimeter may be sufficient buffer.

~~Section 471.050. Implementation Policies.~~

~~[Ord. No. 1681 §6, 11-4-1997]~~

~~*Community Notification.* Prior to and subsequent to site application submittal, the applicant shall offer to meet informally with community groups and interested individuals who reside within the vicinity (including adjacent landowners and registered homeowner associations) to explain the site development concept proposed in the application. The purpose of these meetings is to solicit suggestions from these groups about the applicant's proposed site design and impact mitigation measures. The industry needs to make a concerted effort to incorporate the community suggestions for impact mitigation generated by these meetings and report on their efforts in the hearings on the site application. The industry should be prepared to discuss technical and visual aspects of alternative sites as applicable at these informal meetings.~~

Section 471.060. Abandonment.

[Ord. No. 1681 §7, 11-4-1997]

Exhibit D – Proposed Removals

It shall be the duty of the facility owner to notify the City when the site is no longer to be used for telecommunication purposes. Telecommunication facilities, which are not in use for six (6) months for telecommunication purposes, shall be removed by the telecommunication facility owner. This removal shall occur within ninety (90) days of the end of such six (6) month period. Upon removal, the site shall be re-planted to blend with the existing surrounding vegetation. A tower not removed as mandated above shall be deemed to be a dangerous building as defined in the Uniform Code for the Abatement of Dangerous Buildings, adopted as part of the Building Code in Chapter **500** of the Parkville Municipal Code, and shall be removed under the provisions of Chapters 7 through 9.

Exhibit E – Proposed Additions and Modifications

Chapter 471. Regulations Governing The Installation and Operation of Telecommunication Antennas and Towers

Section 471.010. Definitions.

[Ord. No. 1681 §1, 11-4-1997]

As used in this Chapter, the following terms shall have the meanings indicated:

ALTERNATIVE COMMUNICATION TOWER STRUCTURE

Manmade trees, clock towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers.

ANTENNA

Any exterior apparatus designed for telephonic, radio, or television communications through the sending and/or receiving of electromagnetic waves.

APPLICANT

The property owner and the telecommunication company.

FAA

The Federal Aviation Administration.

FCC

The Federal Communications Commission.

GOVERNING AUTHORITY

The Planning Commission and the Board of Aldermen of the City of Parkville.

GUYED TOWERS

Towers supported by guy wires.

HEIGHT

(When referring to a tower or other structure), the distance measured from ground level to the highest point on the tower or other structure, even if said highest point is an antenna.

LATTICE TOWERS

Self-supported three or four sided towers made of steel lattice, with no guy wires

MONOPOLE TOWER

A communication tower consisting of a single pole, constructed without guy wires and ground anchors.

PRE-EXISTING TOWERS AND ANTENNAS

The meaning set forth in Section **471.020(C)** of this Chapter.

TOWER

Any structure that is designed **or** constructed primarily for the purpose of supporting one (1) or more antennas. This term includes radio and television transmission towers, microwave

Exhibit E – Proposed Additions and Modifications

towers, common carrier towers, cellular telephone towers, alternative communication tower structures, support structures, and the like.

Section 471.020. Applicability.

[Ord. No. 1681 §2, 11-4-1997]

- A. *District Height Limitations.* The requirements set forth in this Chapter shall govern the location of towers that exceed, and antennas that are installed at a height in excess of, the height limitations specified for each zoning district. The height limitations applicable to buildings and structures shall not apply to towers and antennas.
- B. *Amateur Radio — Receive-Only Antennas.* This Chapter shall not govern any tower, or the installation of any antenna, that is under seventy (70) feet in height and is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive only antennas.
- C. *City Rights-Of-Way.* All requirements herein for towers, antennas, and associated equipment and facilities shall equally apply to any application for antenna or tower placement within City rights-of-way.
- D. *Pre-Existing Towers And Antennas.* Any tower or antenna for which a permit has been properly issued prior to the effective date of this Chapter (September 6, 2016) of the Municipal Code shall not be required to meet the requirements of this Chapter, other than the requirements of Section 471.030(E) and Section 471.060. Any such towers or antennas shall be referred to in this Chapter as "pre-existing towers" or "pre-existing antennas".
- E. *Building Codes — Safety Standards.* All requirements in Chapter 471 of the Code shall apply to the construction, modification and maintenance of each Tower and are reincorporated herein as building code requirements to the extent permitted by law. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable local buildings codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. Any structural modification or alteration to an existing tower or antenna will require a structural analysis by a licensed professional engineer as part of the application for the same, unless waived by the Community Development Director. If, upon inspection, the governing authority concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. If the owner fails to bring such tower into compliance within said thirty (30) days, the City of Parkville may remove such tower at the owner's expense.
- F. *Other State and Federal Requirements.* All towers must comply with all applicable laws and meet current standards and regulations of the FAA, the FCC, and any other agency of the Federal Government with the authority to regulate towers and antennas.
- G. *Preemption.* Notwithstanding any ordinance to the contrary, the procedures set forth in this Chapter 471 shall be applicable to all Wireless Communications Facilities existing or installed, built or modified after the effective date of this Chapter to the fullest extent permitted by law. No provision of this Chapter shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law and furthermore, if any section, subsection, sentence, clause, phrase, or portion of this Chapter is now or in the

Exhibit E – Proposed Additions and Modifications

future superseded or preempted by state or federal law or found by a court of competent jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by law.

Section 471.030. Intent.

[Ord. No. 1681 §3, 11-4-1997]

- A. *Purpose — Goals.* The purpose of this Chapter is to establish general guidelines for the siting of towers and antennas. The goals of this Chapter are to:
1. Encourage the location of towers in non-residential areas throughout the community;
 2. Encourage users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;
 3. Encourage users of towers and antennas to configure them in a way that minimizes the adverse visual impact of the towers and antennas; and
 4. Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently.
- B. *Aesthetics — Lighting.* The guidelines set forth in this Section **471.030(D)** shall govern the location of all towers, and the installation of all antennas governed by this Chapter provided, however, that the Planning Commission may waive these requirements if it determines that the goals of this Chapter are better served thereby or if the requirements are not technically feasible as demonstrated by the applicant with substantial evidence.
1. Towers shall maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted a light, neutral color so as to reduce visual obtrusiveness. A tower shall not dominate the skyline.
 2. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the tower facilities into the natural setting and built environment. Metal equipment buildings are prohibited.
 3. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a light, neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.
 4. Lighting may or may not be required by the FAA. If lighting is required, the Planning Commission may review the available lighting alternatives and approve the design that would meet but not exceed any restrictions imposed by the FAA.
- C. *Safety.* All telecommunication towers and antennas shall be reasonably designed to reduce the potential damage to persons or property from falling equipment, ice or debris from wind, damage or structural failure.
- D. *Security.* All telecommunication towers and antennas shall be protected from unauthorized access by appropriate security measures. A description of proposed security measures shall be provided as part of any application to install, build, alter or modify telecommunication towers and antennas. Additional measures may be required as a condition of the issuance of a Building Permit as deemed necessary by the Community Development Director or by the City Council in the case of a conditional use permit.

Exhibit E – Proposed Additions and Modifications

Section 471.040. Conditional Use Permits.

[Ord. No. 1681 §4, 11-4-1997]

- A. *General.* The following provisions shall govern the issuance of conditional use permits:
1. A conditional use permit shall be required for the construction of a new tower or the placement of an antenna in all zoning districts, or substantial modification to an existing telecommunication tower or antenna as defined by Missouri statutes. The applicant shall complete an application for conditional use permit, including all required details, supporting data, application fees and related expenses as adopted in Chapter 840 of the Parkville Municipal Code.
 2. In granting a conditional use permit, the Planning Commission shall hold a public hearing as provided in Chapter 483 and submit a recommendation to the Board of Aldermen within thirty (30) days following said hearing. The governing authority may impose conditions to the extent the governing authority concludes such conditions are necessary to minimize any adverse effect of the proposed tower on adjoining properties.
 3. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical, shall be certified by a licensed professional engineer.
- B. *Decision and Findings Required.* A decision by the governing authority shall be contemporaneously accompanied by substantial evidence supporting the decision, which shall be made a part of the written record of the meeting at which a final decision on the application is rendered. Evidence may be submitted with the application or thereafter, or presented during the public hearing by the Applicant or others.
- C. *Information Required.* Each applicant requesting a conditional use permit under this Chapter shall submit a scaled site plan and a scaled elevation view and other supporting drawings, calculations, and other documentation signed and sealed by appropriate licensed professionals showing the location and dimensions of all improvements, including information concerning topography, tower height requirements, setbacks, drives, parking, fencing, landscaping, adjacent uses, and other information deemed by the Planning Commission to be necessary to assure compliance with this Chapter. For applications for sites within City rights-of-way or on City-owned property, no application shall be submitted for permit approval without attaching the City's consent to use the right-of-way or property for the specific construction application. This consent should be in the form of an agreement with the City to place and/or maintain private improvements in City rights-of-way or on City-owned property.
- D. *Criteria Considered In Granting Conditional Use Permits.* The Planning Commission shall consider the following factors in determining whether to issue a conditional use permit, although the Planning Commission may waive or reduce the burden on the applicant of one (1) or more of these criteria if the Planning Commission concludes that the goals of this Chapter are better served thereby, or if the requirements are not technically feasible as demonstrated by the applicant with substantial evidence.
1. The maximum height of a tower shall not exceed one hundred eighty (180) feet above the existing ground level.
 2. Telecommunication facilities should be located and designed to minimize any adverse effect they may have on residential property values.

Exhibit E – Proposed Additions and Modifications

- a. Colors and facility designs should be compatible with surrounding buildings and/or uses in the area or those likely to exist in the area and should restrain the facility from dominating the surrounding area.
 - b. Location and design of sites in commercial or industrial zones should consider the impact of these sites on surrounding neighborhoods, particularly the visual impact within the zone district and beyond, in residential areas.
 - c. Fencing should not necessarily be used to screen a site, and security fencing should be colored or should be of a design which blends into the character of the existing environment.
 - d. Freestanding facilities should be located to avoid a dominant silhouette.
 - e. Strobe lights are prohibited at night unless required by the Federal Aviation Administration.
3. **Towers and all related equipment and facilities** should be architecturally compatible with surrounding buildings and land uses in the zone district or otherwise integrated, through location and design, to blend in with the existing characteristics of the site to the extent practical.
 4. At the time of the conditional use request, an evaluation of the visual impact should be taken into consideration if vegetation is to be removed.
 5. Innovative designs should be used whenever the screening potential of the site is low. For example, by constructing screening structures which are compatible with surrounding architecture, the visual impact of a site may be mitigated.
 6. *Roof and/or building mount facility.* Antennas on the rooftop or above a structure shall be screened, constructed and/or colored to match the structure to which they are attached. Antennas mounted on the side of a building or structure shall be painted to match the color of the building or structure or the background against which they are most commonly seen. Microwave antennas exceeding twelve (12) inches in diameter on a roof or building-mounted facility shall not exceed the height of the structure to which they are attached, unless fully enclosed. If an accessory equipment shelter is present, it must blend with the surrounding building(s) in architectural character and color. (All antennas and structures must comply with adopted building codes.)

The structure must be architecturally and visually (in color, bulk, size) compatible with surrounding existing buildings, structures, vegetation, and/or uses in the area or those likely to exist under the terms of the underlying zoning.

- E. *Setbacks And Separation.* **Unless otherwise required by law**, the following setbacks and separation requirements shall apply to all towers and antennas for which a conditional use permit is required, provided, however that the Planning Commission may reduce the standard setbacks and separation requirements **if the applicant demonstrates by substantial evidence that** the goals of this Chapter would be better served thereby.
1. Towers must be set back:
 - a. A distance equal to the twice the height of the tower **(as measured from the furthest extension on the tower support structure)** from any off-site residential structure; or
 - b. Five hundred (500) feet from any residential structure, whichever figure is greater. For towers less than fifty (50) feet in height, the minimum setback shall be two hundred (200) feet.

Exhibit E – Proposed Additions and Modifications

2. Towers and accessory facilities must satisfy the minimum zoning district setback requirements. Minimum setbacks for microcell and repeaters are those required for any accessory building or structure within the zone district.
 3. Minimum setbacks for freestanding monopole towers and minimum setback of towers and supports — when located within two hundred fifty (250) feet from any public rights-of-way, sidewalk or street, alley, parking area, playground, or building (except for parking and buildings dedicated solely for access to or maintenance of the tower support structure), and from any property line — shall be the tower height (as measured from the furthest extension on the tower support structure) or the minimum setback for any accessory building within the zone district, whichever is greater. Minimum setback of towers and supports — when not located within two hundred fifty (250) feet from any public rights-of-way, sidewalk or street, alley, parking area, playground, or building (except for parking and buildings dedicated solely for access to or maintenance of the tower support structure), and from any property line — shall be the standard setback for a building or structure within the zone district.
 4. In residential or business zones, towers over ninety (90) feet in height shall not be located within one-half ($\frac{1}{2}$) of a mile from any existing tower that is over ninety (90) feet in height. In industrial zones, towers over ninety (90) feet in height shall not be located within one-quarter ($\frac{1}{4}$) of a mile from any existing tower that is over ninety (90) feet in height.
 5. For applications for sites within City rights-of-way, the most restrictive adjacent underlying zoning district classification shall apply unless otherwise specifically zoned and designated on the official zoning map.
- F. *Security Fencing.* Towers shall be enclosed by security fencing not less than six (6) feet in height and shall also be equipped with an appropriate anti-climbing device; provided, however, that the governing authority may waive such requirements as it deems appropriate.
- G. *Landscaping.* The following requirements shall govern the landscaping surrounding towers for which a conditional use permit is required, provided, however, that the Planning Commission may waive such requirements if the goals of this Chapter would be better served thereby, or if not technically feasible as demonstrated by the applicant with substantial evidence.
1. Tower facilities shall be landscaped with a buffer of plant materials that effectively screen the view of the tower compound from adjacent residential property. The standard buffer shall consist of a landscaped strip, at least four (4) feet wide, outside the perimeter of the compound.
 2. Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. In some cases such as towers sited on large, wooded lots, natural growth around the property perimeter may be sufficient buffer.
- H. *Historic Preservation; 30-day hearing period.* A Conditional Use Permit shall not be issued for any telecommunication tower or antenna that the Governing Authority determines would create a significant negative visual impact or otherwise have a significant negative impact on the historical character and quality of any property within a Historic Preservation District or such District as a whole. For collocation of any certified historic structure as defined in

Exhibit E – Proposed Additions and Modifications

Section 253.545 RSMo., in addition to all other applicable time requirements, there shall be a thirty (30) day time period before approval of an application during which one or more public hearings on collocation to a certified historic structure are held.

Section 471.050. Abandonment.

[Ord. No. 1681 §7, 11-4-1997]

It shall be the duty of the facility owner to notify the City when the site is no longer to be used for telecommunication purposes. Telecommunication facilities, which are not in use for six (6) months for telecommunication purposes, shall be removed by the telecommunication facility owner. This removal shall occur within ninety (90) days of the end of such six (6) month period **at the owner's expense**. Upon removal, the site shall be re-planted to blend with the existing surrounding vegetation. A tower not removed as mandated above shall be deemed to be a dangerous building as defined in the Uniform Code for the Abatement of Dangerous Buildings, adopted as part of the Building Code in Chapter **500** of the Parkville Municipal Code, and shall be removed under the provisions of Chapters 7 through 9. **Any applicant for a new tower shall place a bond or other security with the City prior to any final approval to ensure abandoned towers can be removed. The bond or security shall be in the form and amount approved by the Community Development Director based on the valuation of the tower at the time of construction and necessary amount required for a Demolition Permit. The amount of the bond shall be determined by the Director to satisfy the requirements hereof with regard to the specific tower to which it would apply based on the estimated total cost of removal of that tower.**

Exhibit G Why Do We Even Care About Regulating Telecom?

1. Public Safety

AT&T Box explodes



Telecommunication companies deny overloading utility poles



Falling ice from tower



Two Missouri workers killed in collapse of Kansas cellphone tower Mar 25, 2014



Exhibit G Why Do We Even Care About Regulating Telecom?

1. Public Safety-Tower fires/collapses

Is this a *Real* Concern? -- “towers designed to collapse on themselves not fall over”

- **Truth:** Dozen+ collapses in last just 2 years
2 incidents in Mo (collapse and school evacuation)
- Dozen+ tower fires over last decade
- 25 tower deaths just in last 2 years



Links/sources:

Pictures - <http://www.safeschoolspg.org/examples-of-cell-tower-fires--collapse--ice-strikes--and-theft.html>

Articles - <http://www.electronicssilentspring.com/primers/cell-towers-cell-phones/cell-tower-fires-collapsing/>
<http://projects.propublica.org/graphics/cell-tower-accidents>

Agenda Item Notes

Item 5E Staff Analysis 6/14/16 and Staff Analysis 8/9/16 are the same attachments as the staff analyses in item 5D.