



*Notes: At 5:30 p.m., a work session will be held regarding the proposed 2016 budget.*

**BOARD OF ALDERMEN**  
Regular Meeting Agenda  
CITY OF PARKVILLE, MISSOURI  
Monday, November 2, 2015 7:00 pm  
City Hall Boardroom

**Next numbers: Bill No. 2855 / Ord. No. 2822**

**1. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance

**2. CITIZEN INPUT**

**3. MAYOR'S REPORT**

- A. Proclaim November 10, 2015, as Mid-Continent Public Library Day in honor of the 50<sup>th</sup> Anniversary of the Mid-Continent Public Library

**4. CONSENT AGENDA**

- A. Approve the minutes for the October 20, 2015 regular meeting
- B. Approve the minutes for the October 20, 2015, work session
- C. Approve the minutes for the October 27, 2015, work session
- D. Receive and file the September sewer report
- E. Approve a professional services agreement with Toddale, LLC for consulting services to verify that sales taxes paid on motor vehicles were remitted to the correct jurisdiction and if not, prepare claim for the same
- F. Approve a professional services agreement with Cochran Head Vick & Co., P.C. for auditing services for the 2015 fiscal year
- G. Approve Resolution No. 11-01-15 amending the Board of Aldermen Rules of Order regarding ordinances, the consent agenda and public comments
- H. Approve the second reading of an ordinance to authorize a maintenance agreement with the Missouri Highways and Transportation Commission of the Department of Transportation for the widening of Route 45 – Phase B
- I. Approve the second reading of an ordinance to authorize a ballot question to continue collection of the out-of-state vehicle administration sales tax
- J. Approve the second reading of an ordinance to approve the final plat of Cider Mill Ridge, 6th Plat, on 12.36 acres including 20 single-family lots and one open space tract – Case PZ15-31, FiveStar Lifestyles, applicant on behalf of RP Golf, LLC, owners
- K. Approve a tasting permit liquor license for WBJ Distributing, Inc. located at 170 English Landing Drive, Suite 141
- L. Approve accounts payable from October 14 to October 28, 2015

*Please Note: All matters listed under "Consent Agenda" are considered to be routine by the Board of Aldermen and will be enacted upon under one motion without discussion. Any member of the Board of Aldermen may be allowed to request an item be pulled from*

*the Consent Agenda for consideration under the regular agenda if debate and a separate motion are desired. Any member of the Board of Aldermen may be allowed to question or comment on an item on the Consent Agenda without a separate motion under the regular agenda. Items not removed from the Consent Agenda will stand approved upon motion of any Alderman, followed by a second and a majority voice vote to "Approve the consent agenda and recommended motions for each item as presented." If the consent agenda includes the second reading of an ordinance, the vote will be taken by roll call.*

## **5. ACTION AGENDA**

- A. Approve the first reading of an ordinance to authorize a base lease and lease purchase agreement with Clayton Holdings, LLC (Commerce Bank) for the Refunding Certificates of Participation, Series 2006 (Administration)
- B. Approve a cost share commitment to Main Street Parkville Association for a Missouri Main Street Connection People Energizing Places Grant (Administration)
- C. Adopt an ordinance to approve a professional services agreement with Zerger & Mauer, LLP for special legal counsel services (Administration)
- D. Adopt an ordinance to approve the replat of Lot 1, Cider Mill Farm First Plat – Case PZ15-15; applicant, Double Eagle Builders, LLC (Community Development)

## **6. STAFF UPDATES ON ACTIVITIES**

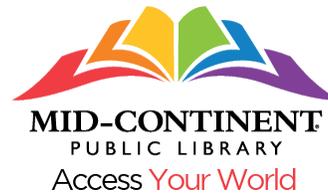
- A. Police Department
  - 1. Deer Update

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

## **8. ADJOURN**

### General Agenda Notes:

The agenda closed at noon on October 29, 2015. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next Board meeting agenda. Emergencies and urgent matters may be placed on an amended agenda only upon vote of the Board of Aldermen. The deadline to submit your name for Citizen Input is noon on November 2, 2015.



# PROCLAMATION

## MID-CONTINENT PUBLIC LIBRARY DAY IN PARKVILLE

**WHEREAS**, the City of Parkville hopes that all of its citizens enjoy expanding access to innovation, information, ideas, and inspiration; and

**WHEREAS**, Mid-Continent Public Library has provided accessibility to information and materials with the highest level of service for all people; and

**WHEREAS**, Mid-Continent Public Library has supported literacy, access, and community engagement in our region since 1965; and

**WHEREAS**, Mid-Continent Public Library has in recent years won the 2011 Impact award from the Kansas City Business Journal for their outstanding creative consumer interface, the 2013 John Cotton Dana Award for exceptional library public relations, and the 2014 Institute of Museum and Library Services National Medal which honors institutions that make significant and exceptional contributions to their communities and demonstrate extraordinary and innovative approaches to public service; and

**WHEREAS**, Mid-Continent Public Library has provided over 1,000,000 free books to children and family participants of the Summer and Winter Reading Programs; and

**WHEREAS**, Mid-Continent Public Library has endeavored to strengthen the economic prosperity of our community by providing access to career and business education.

**NOW, THEREFORE**, I, Nanette K. Johnston, Mayor of the City of Parkville, Missouri, do hereby proclaim **Tuesday, November 10, 2015, as Mid-Continent Public Library Day** and urge everyone in Parkville to visit and support our Library.

Signed and dated this 2<sup>nd</sup> day of November 2015.

---

Mayor Nanette K. Johnston

**1. CALL TO ORDER**

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Tuesday, October 20, 2015, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

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

A quorum of the Board of Aldermen was present.

The following staff was also present: Lauren Palmer, City Administrator  
Sean Ackerson, Assistant City Administrator/Community Development Director  
Kevin Chrisman, Police Chief  
Alysen Abel, Public Works Director  
Matthew Chapman, Finance/Human Resources Director  
Tim Blakeslee, Assistant to the City Administrator  
Steve Chinn, City Attorney

Mayor Johnston observed a moment of silence for the Kansas City, Missouri, firefighters who were killed in a fire on October 12.

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

**2. CITIZEN INPUT**

**A. Recognize the 2015 Parkville in Art Purchase Award winner for the City**

Mayor Johnston recognized John Schroeder as the City's purchase award winner for the 2015 Parkville in Art event for his artwork titled "Doyle Manor Estate" at 1326 Main Street. She noted that over 30 paintings were submitted for the City-commissioned artwork.

**3. MAYOR'S REPORT**

**4. CONSENT AGENDA**

- A. Approve the minutes for the October 6, 2015, regular meeting
- B. Receive and file the September Municipal Court Report
- C. Receive and file the crime statistics for January through August 2015
- D. Receive and file the financial report for the month ending September 30, 2015
- E. Approve the first reading of an ordinance to authorize a maintenance agreement with the Missouri Department of Transportation for the widening of Route 45 – Phase B (Bill No. 2852)
- F. Approve Resolution No. 10-01-15 employing Alexander M. Rich as a police officer
- G. Approve Resolution No. 10-02-15 employing Robert M. Heckadon as a police officer
- H. Approve a Planned District Development permit for modification of a structure at 1 W. 1st Street in the "OTD" Old Town District – Case PZ15-34; applicant Evolytics, LLC
- I. Approve accounts payable from September 25 to October 14, 2015

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

Police Chief Kevin Chrisman recognized the two newly hired police officers Alexander Rich and Robert Heckadon.

## **5. NON-ACTION AGENDA**

### **A. Review the proposed 2016 budget for the Parkville Commons Community Improvement District**

Dale Brouk presented the Parkville Commons Community Improvement District (PC-I CID) proposed 2016 budget, noting that revenues from the one percent sales tax collection were down slightly from the previous year and 96 percent of the expenses would be used to pay the Neighborhood Improvement District special assessments. The PC-I CID consisted of the Price Chopper building, the building that housed Nick & Jake's, and the building that housed Country Financial. The Parkville Commons block party held on September 19 raised over \$1,000 and the proceeds went to Shop with a Cop and a YMCA program.

### **B. Parkville Economic Development Council Quarterly Update**

Parkville Economic Development Council (PEDC) Executive Director Mike Kellam provided a quarterly update as per the public services agreement approved on May 5, 2015. He noted that membership increased by 20 percent over 2014 with five new members since July. The PEDC actively worked to bring in new members that could benefit from being on the Board of Directors and bring a positive attributes to the community. Kellam noted that the PEDC's social media presence increased 15 percent and the website redesign was underway. In regards to outreach, the PEDC made over 150 personal contacts through meetings and social gatherings. Kellam said the PEDC was working on four projects: Project Move It which was a business retention and expansion effort; Project Keystone which was for large scale downtown attraction; Project Tango related to development at I-435 and Hwy 45; and Project Copper which was for mid-scale downtown attraction. Kellam provided an overview of the PEDC budget, noting that the total budget was \$91,000 with \$71,000 from private investments. The PEDC proposed a \$10,000 increase to the City's contribution which was included in the City's proposed 2016 budget.

### **C. Route 9 Corridor Study Project Update from Consultant Team**

Sabin Yanez, Cook Flatt Strobel Engineers (CFS), provided an update to the progress of the study. He said the first public meeting was held on August 5 where attendees were shown the initial conceptual plans and preliminary designs. The Board of Aldermen reviewed the preliminary designs at a work session on August 4 and recommended dividing the project into prioritized sections. A second public meeting was scheduled for October 29.

Yanez provided an overview, including cost estimates, of the recommendations for each of the 12 sections. He noted that the most significant change was made to the section from 7th Street to 5th Street from three lanes to two lanes based on feedback from the public meeting. He also said the businesses on the west side of the highway in the section from the Parkville Athletic Complex to Lakeview Drive were supportive of the preliminary designs and were willing to work on the access issues. Recommendations for the section from Lakeview Drive to 13<sup>th</sup> Street included low cost street striping to improve the sight distance and removal of the center turn lane because the parkland to the east of the highway would most likely remain undeveloped and a turn lane would not be needed.

Yanez said CFS was asked to provide a list of prioritized projects and they used the Mid-America Regional Council's (MARC) project scoring criteria. He anticipated the City would request funding for the project from MARC and it was logical to use their scoring criteria. Based on the

scoring criteria, MARC favored completing the streets projects as the study suggested and initial scoring would help with funding from MARC in 2016. CFS was working on using MARC's Envision Tomorrow to help determine possible redevelopment, uses and economic factors to translate to economic growth.

## 6. ACTION AGENDA

### A. Approve the first reading of an ordinance to add a ballot question to the April 2016 general municipal election to continue the collection of the out-of state vehicle administration sales tax

Assistant to the City Administrator Tim Blakeslee explained that vehicles purchased outside Missouri collected an administration sales tax. A Supreme Court decision and Missouri state law required that municipalities ask voters to continue collection of the tax by November 2016. On October 12, the Finance Committee recommended that the Board of Aldermen approve an ordinance to add a ballot question to the April general municipal election. At that meeting, staff stated the State would receive the money if the City no longer collected the tax but in actuality the local portion would be discontinued. Blakeslee added that a no vote would continue the tax and a yes vote would discontinue the tax. He said staff would consult other communities to help with the City's public education efforts. A press release was distributed to the media and is attached as Exhibit A.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE BILL NO. 2853, AN **ORDINANCE AUTHORIZING A BALLOT QUESTION ON THE APRIL 2016 GENERAL MUNICIPAL ELECTION TO CONTINUE THE COLLECTION OF THE OUT-OF STATE VEHICLE ADMINISTRATION SALES TAX**, ON FIRST READING AND POSTPONE THE SECOND READING TO NOVEMBER 3, 2015. ALL AYES; MOTION PASSED 7-0.

### B. Approve a construction agreement with Gunter Construction for the Route 9 Downtown Entryway Beautification Project

City Administrator Lauren Palmer stated the project was originally bid in July but all the bids exceeded the engineer's estimate and the Board of Aldermen directed staff to redesign the project. The project was rebid on October 9 and two bids were received. Palmer said the low base bid was over the engineer's estimate but was within the project's budget. The most significant differences between the first bid and the second bid were the lighting element and mobilization and removal of the existing improvements. Palmer added there was only a difference of approximately \$1,600 between the bids submitted which gave a true picture of where the market was; she did not believe a better response would be received with another rebid. Staff recommended approval of the base bid only which would remove alternatives that included the downtown markers, landscaping and irrigation. Palmer added that the landscaping would include low maintenance plants that could be installed by City crews.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE A CONSTRUCTION CONTRACT WITH GUNTER CONSTRUCTION OF KANSAS CITY, MISSOURI, FOR THE BASE BID OF THE ROUTE 9 DOWNTOWN ENTRYWAY PROJECT IN THE AMOUNT OF \$154,670**. AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, LAMER AND SPORTSMAN. NOES: JONES. MOTION PASSED 6-1.

### C. Approve a memorandum of understanding with the Friends of Parkville Nature Sanctuary regarding private fundraising

City Administrator Lauren Palmer stated a work session was held in March 2014 regarding the creation of a private non-profit organization, independent of the City, for outside fundraising for the Nature Sanctuary. Palmer said the City could accept tax-exempt donations but donors might

be more comfortable gifting through a private non-profit group. At the work session, the Board discussed the partnership and coordinating resources and provided direction to move forward with creation of the non-profit organization.

The Nature Sanctuary Board of Directors established the Friends of the Parkville Nature Sanctuary (FOPNS) as a 501(c)3 organization authorized to raise funds for the Nature Sanctuary and to collaborate with the Board to fund goals and priorities. Staff envisioned that FOPNS would be included as part of the annual budget process and priorities would be brought before the Community Land and Recreation Board and the Board of Aldermen for approval. Palmer said the City would retain the existing funding sources - FOPNS would look for new sources of funding - and maintain the commitment for special programs. The revenue would be budgeted in the General Fund and any profit would be placed in the Nature Sanctuary Donation Fund. The City would partner on events and waive event fees.

The Board discussed the Nature Sanctuary director's position, noting that the director worked for the City and not the non-profit organization. Palmer responded that the director would not be involved in FOPNS.

**IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF THE PARKVILLE NATURE SANCTUARY REGARDING FUNDRAISING. ALL AYES; MOTION PASSED 7-0.**

**D. Approve the first reading of an ordinance to approve the final plat of Cider Mill Ridge, 6th Plat on 12.36 acres including 20 single-family lots and one open space tract – Case PZ15-31; FiveStar Lifestyles, applicant on behalf of RP Golf, LLC**

Assistant City Administrator/Community Development Director Sean Ackerson explained the request was to create 20 single-family lots and one open space tract located at National and Promenade drives and the open space would be used for detention and utilities. On September 8, the Planning and Zoning Commission recommended approval of the preliminary plat and the final plat was approved at a special meeting on October 19 subject to conditions related to finalizing the utilities.

**IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE BILL NO. 2854, AN ORDINANCE APPROVING THE FINAL PLAT, CIDER MILL RIDGE, 6TH PLAT, ON FIRST READING AND POSTPONE THE SECOND READING TO NOVEMBER 3, 2015. ALL AYES; MOTION PASSED 7-0.**

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

**A. Community Development**

Assistant City Administrator/Community Development Director Sean Ackerson provided an update on QuikTrip, noting that staff met with QuikTrip staff to review the project schedule and engineering plans and make modifications to the detention pond. He added that Kansas City Power & Light was ready to move forward with the utility relocation and grading would start within the next month. The final plans would be reviewed by the Planning and Zoning Commission on November 10 and the Board of Aldermen would review the application on November 17. QuikTrip anticipated opening in the summer of 2016.

Ackerson also updated the Board on the potential for microbreweries to be approved as conditional use permits, noting that they were currently only allowed in an industrial zoning district. Staff had preliminary discussions with the Main Street Parkville Association and downtown property owners during their meetings about limiting retail uses downtown and they were open to the concept particularly if it had a retail component. A draft text amendment was presented to the Planning and Zoning Commission on October 19 and they were supportive but

requested some clarification and the addition of traffic considerations. Ackerson added the text amendment would encompass micro-distilleries and wineries.

Finally, Ackerson provided an update on downtown retail, noting that as a result of the text amendment on October 6 one downtown property owner announced the opening of The Middle KC at 109 Main Street.

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

Alderman Driver noted that Ghost Stories was scheduled on October 24 at the Nature Sanctuary.

**8. ADJOURN**

**IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO ADJOURN THE OCTOBER 20, 2015, REGULAR BOARD MEETING AT 8:46 P.M. ALL AYES; MOTION PASSED 7-0.**

The minutes for Tuesday, October 20, 2015, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the second day of November 2015.

Submitted by:

---

City Clerk Melissa McChesney

Mayor Nanette K. Johnston opened the work session at 8:54 p.m. on October 20, 2015. In attendance were aldermen Greg Plumb, Douglas Wylie, Jim Werner, Diane Driver, Kari Lamer, David Jones and Marc Sportsman.

The following staff was also present:

Lauren Palmer, City Administrator  
Sean Ackerson, Assistant City Administrator/Community Development Director  
Kevin Chrisman, Police Chief  
Alysen Abel, Public Works Director  
Matthew Chapman, Human Resources/Finance Director  
Tim Blakeslee, Assistant to the City Administrator  
Melissa McChesney, City Clerk

## **1. GENERAL AGENDA**

### **A. Proposed 2016 Operating and Capital Budget**

City Administrator Lauren Palmer presented an overview of the General Fund; presentation attached as Exhibit A. In regards to 2015 revenue, Palmer said the projected budget was around the targeted amount and excluded the 2014 carryover balance. She said property taxes were steady, sales taxes exceeded estimates, building permits and franchise fees were down and court revenues were stagnant. Staff budgeted conservatively for sales taxes and there was a healthy carryover due to the conservative budgeting.

Palmer reviewed the funds, noting that some were higher than usual due to personnel turnover and legal services were budgeted high because of the unknowns with the Neighborhood Improvement Districts (NID). She said there were healthy savings in risk coverage because staff was able to negotiate lower costs, which were scaled back in the 2016 budget. Palmer added that the Capital Improvement Program (CIP) included capital outlay projects for 2015 that were started but not completed and required carryover to 2016. She also provided an overview of the critical success factors determined by the Board of Aldermen at their strategic planning retreat on July 20. She said staff would continue with the priorities from 2014 along with the new priorities from 2015.

Palmer provided highlights of the revenues, noting that sales taxes performed well, residential and commercial development increased, building permits and development fees decreased, franchise cable fees continued to decline but would be offset because of an increase in the electric franchise fees and court revenues were at a four-year low so staff budgeted a conservative decrease.

Palmer provided highlights of the expenses, noting that the 2016 operating budget was increased 2.3 percent over 2015, net of transfers and capital outlay. Discussion focused on budgeting based on prior years' estimates and not actual expenses. Palmer responded that carryover was used for the next year's CIP and transfers to the Emergency Reserve Fund and personnel were budgeted at 100 percent.

Palmer provided highlights of changes to the General Fund. She said there were personnel adjustments and a reduction in risk coverage. The Nature Sanctuary budget included more staff time for projects. She also said that staff was working to scale back the transfer from the Transportation Fund to the General Fund for Streets personnel so the Transportation Fund would ultimately only include funding for capital and maintenance needs.

The Board had a discussion about staff's philosophy on budgeting and Palmer responded that staff planned to complete several projects throughout the year but a lack of staff time limited completion of some projects. She added the goal was to not get into the mindset that staff had to

---

spend the money or lose it at the end of the year. The Board also discussed budgeted by expected spending and not based on the prior years' budget.

Further discussion focused on how to allocate the carryover from 2015 and funding for a maintenance strategy for city-owned buildings. Staff requested direction from the Board regarding the waste events that were changed in 2015 to eliminate the spring clean-up and change the times for the fall yard waste program. Palmer explained that a survey was distributed to residents who dropped off yard waste on October 10 and the results were to bring back the spring event. Staff recommended that the spring event be held for one day and have curbside pick-up in the fall only. Palmer said the Household Hazardous Waste (HHW) event would be held in 2016 and since the partners for the Recycling Extravaganza were not interested in participating it could be held in conjunction with the HHW and spring clean-up events.

The work session ended at 10:24 p.m.

The work session minutes for October 20, 2015, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the second day of November 2015.

Submitted by:

---

City Clerk Melissa McChesney

Mayor Nanette K. Johnston opened the work session at 4:10 p.m. on October 20, 2015. In attendance were aldermen Greg Plumb, Jim Werner, Diane Driver and Marc Sportsman. Aldermen Douglas Wylie and Kari Lamer arrived at 4:16 p.m.

The following staff was also present:

Lauren Palmer, City Administrator  
Sean Ackerson, Assistant City Administrator/Community Development Director  
Kevin Chrisman, Police Chief  
Alysen Abel, Public Works Director  
Matthew Chapman, Human Resources/Finance Director  
Tim Blakeslee, Assistant to the City Administrator  
Melissa McChesney, City Clerk

## **1. GENERAL AGENDA**

### **A. Proposed 2016 Operating and Capital Budget**

City Administrator Lauren Palmer provided an overview of the debt service funds; presentation attached as Exhibit A. She noted there were five active debt funds, including the 2006 Refunding Certificates of Participation for the ballot measure approved in 2004 and the new city hall initiative; staff planned on refunding them in December 2015 which would generate savings in interest and pay down the principal. In regards to the Sewer Debt Service Fund, Palmer noted that in 2015 the City paid off a lease purchase for the Sewer Fund and the remaining debt was for State Revolving Loan projects supported by sewer fees that would retire in 2025.

Palmer reviewed the Neighborhood Improvement Districts (NID) Fund that included the River Park NID set to expire in 2020 and the Brush Creek Drainage and Brink Meyer Road NIDs set to expire in 2034, noting that principal and interest payments would only be paid through December 2015 for the NIDs. Palmer said the general debt capacity almost doubled since 2014. She added that, under State law, the City could have an additional ten percent of assessed valuation for limited uses. The Board had set a debt management policy to voluntarily limit itself to issuing no more than 80 percent of the state's limit. She also said the interest-only payments on the NID debt would increase in 2017 when principal payments were added. The overall debt picture looked better after 2020 when the River Park NID bonds retire.

Palmer provided an overview of the Capital Improvement Program (CIP), noting that quarterly updates were provided to the Finance Committee and staff was working on the update for the next work session. She said that almost all the projects planned for 2015 were started and 15 were completed or were on track to be completed by the end of the year. There were nine projects that would be carried over to 2016 that required additional staff time to complete. Palmer noted the 2016 CIP was higher than future years but it was due to the large carryover from 2015.

Palmer said the Board might need to revisit the 2017 CIP project for the Nature Sanctuary interpretive center and the City's portion would be \$24,000. A work session was held on March 4, 2014, and the concept included a three-season facility with roll-down doors and interpretive programming. The Board requested a future work session to evaluate the concept.

In regards to future unfunded projects, Palmer noted that changes were made since 2014 because some projects were not relevant or were changed in 2015. She requested additional input from the Board to verify if the projects were captured correctly in the six-year list.

Palmer said the budget was started with operating and personnel to continue providing services at the same level and to address priorities determined by the Board at its strategic planning retreat on July 20. The remaining balance was used to fund capital outlay and an infusion into the Emergency Reserve Fund. Palmer noted the projects and amount could change based on the Board's wishes. She also said that options for additional projects included those that could

---

receive Platte County outreach grant money; there were one or two park projects that were applicable and could be reviewed by the Community Land and Recreation Board for a recommendation.

Palmer said that the Route 9 Corridor Study improvements, downtown improvements based on past studies and several other projects were included in the future unfunded list and requested feedback from the Board. The Board discussed the concerns with the uncertainty of Interstate 435 and Highway 45 development and prioritizing projects for after the issue was resolved.

Palmer stated that projects impacting other funds included the English Landing Park restroom which would use a Fewson Fund loan and would impact the General Fund in future years when the payments on the loan were due. She said based on the current revenue the only way to complete more projects was to determine how to get more revenues, take money from the General Fund to give to the Transportation Fund, or reduce the transfer from the Transportation Fund to the General Fund to cover Streets personnel.

The Board discussed infrastructure, maintenance of city assets and continuing with the parks projects and said they were important because that was what the city was known for. Palmer recommended the Board allow one more year to get through the Parks Plan for Progress update, and in 2017 and beyond the City could budget to accomplish goals from the master plans before taking on more projects to safeguard against a project that does not fit within the updated Parks Plan.

Further discussion focused on the amount of money needed to complete more streets and curbs, leveraging money by sharing the costs of curbs and sidewalks with property owners. Palmer said staff would look into how more money could be put into the Transportation Fund for more streets and curbs.

Palmer provided a follow-up from the October 20 work session and explained reasons behind the large 2015 carryover. Reasons included starting 2015 with a larger carryover than expected, being on target for revenues and expenses were under what was budgeted mostly due to personnel and risk coverage savings. She said the projected ending balance in 2015 was the starting point for the 2016 budget and noted it was important to use the General Fund forecast sheet during the budgeting process to see how future years would be impacted and demonstrate trends.

The Board discussed budgeting options that included being less conservative by budgeting for personnel vacancies knowing there would be a lower carryover in 2016 or being more conservative by not spending money until we had it. Palmer shared her concerns, stating that she did not recommend revisiting the budget several times per year because it was hard to do even on a quarterly basis and it was hard to commit that the numbers would be solid at the end of the year.

Further discussion focused on budgeting for 100 percent staffing and how much carryover to place in the Emergency Reserve Fund. Palmer recommended making changes in a future year once there was a clearer picture of the NID assessments.

Palmer requested direction from the Board regarding budgeting for vacancies and she recommended waiting to discuss the issue at the next work session during a review of the Transportation Fund. She also said staff could budget tighter knowing the carryover would be less in 2016 and the 2015 carryover could be used for one-time expenses in 2016.

**B. Review the revised City of Parkville Personnel Manual**

Finance/Human Resources Director Matthew Chapman explained the current version was adopted in January 2012. Due to the time required for review of the full manual and staff constraints, a consultant was hired and legal was involved in the process. Chapman added that staff was seeking input on changes to the manual.

---

Leslee Rivarola, RR Municipal Advisory Services, LLC, provided an overview of the substantive changes. She noted the manual was reviewed to verify statutory compliance, overall standard practice and policy, and reflection of culture. The major themes of the manual were the voice of the document, the current manual read as an informal conversation but the revised manual was more formal, and it was crafted to recognize that the City had a professional city administrator to address issues and only the travel and training sections applied to appointed or elected officials.

Rivarola addressed the major changes in Article A regarding the Board of Aldermen and employee relationship of filtering questions through the city administrator and not directly; genetic information policies to safeguard employees; and a clearer picture regarding employee references. Article B was a new article that addressed job/position descriptions which would be reviewed routinely and pay range plans that would be adopted annually to allow the city administrator and Human Resources director to verify it was still appropriate.

Article C addressed employee recruitment and employment and reinforced to employees that they matter and can be groomed for promotions within the city. Rivarola said the most important change was delegating hiring authority to the City Administrator, as long as the position was budgeted, instead of the Board of Aldermen for all employees, except that department heads would still be hired by the Board. She added that the article also established a six month training period for new and promoted employees, addressed reductions in force, updated immigration law, and added a nepotism policy. Rivarola noted information about revisions to the manual would be provided electronically or questions could be addressed in one-on-one meetings.

A major change to Article D included a recommendation that once an employee was at the highest salary of his or her pay range would no longer receive a Cost of Living Adjustment. The article also addressed call back to work, reporting to work and compensating employees in adverse conditions. The Board discussed an option to include a spot bonus for the employees at the top of their pay range. The current revision did not include spot bonuses, but City Administrator Lauren Palmer noted that longevity bonuses were provided to employees in five-year increments.

Article E made changes regarding attendance and leave policies vacation increments that were adjusted down to one-hour increments, sick leave reports Human Resources would be provided to department heads on a monthly basis, leave of absence would no longer go through the Board but through the city administrator, the parental leave policy, the civil leave policy to include more than jury duty leave, and the addition of injury leave regarding workers' compensation.

Rivarola said that Article F addressed employee benefits, including the benefits offered and when they could be used, because the City provided a suite of benefits and the current manual was silent. She also said the car allowance policy to what happened if an employee got a car allowance but their ability to drive changes and the expectations of employees to report it.

Changes to Article G regarding travel and training included the removal of alcohol as a reimbursable expense. The Board discussed the option of allowing elected officials to purchase for others or change the policy to remove elected officials from the requirement. Rivarola noted the article also authorized the City to pay for one checked bag on a plane.

A minor change was made to Article H regarding tobacco usage and added smokeless tobacco and vaping to the list of tobacco prohibited in city vehicles or facilities.

Rivarola provided an update to Article I regarding a procedure for filing grievances, noting that the theme of the revision was to be an organization that promoted open dialogue but the City was not statutorily required to have a grievance process. The revised manual suggested eliminating the current grievance policy and to allow all employees the opportunity to visit with any staff member. Rivarola added the article did not govern harassment which was addressed in another section.

---

WORK SESSION MINUTES OF THE BOARD OF ALDERMEN OF OCTOBER 27, 2015

Page 4 of 4

Article N was a new section that addressed safe work practices and environments and the return to work policy. Article P updated the policy regarding technology use and social media.

Chapman requested direction from the Board regarding compensation for employees at the top of their pay range and discussed options. Palmer said staff would put together alternatives and determine how it could be structured.

The work session ended at 6:28 p.m.

The work session minutes for October 27, 2015, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the second day of November 2015.

Submitted by:

---

City Clerk Melissa McChesney

## OPERATIONS REPORT – PARKVILLE DIVISION

September 2015

### OPERATING DIVISIONS

#### MISSOURI

Atchison County  
Wholesale Water  
Commission

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

Elsberry  
Fayette

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

Henry County #3  
Lake Ozark/  
Osage Beach

Lincoln County #1  
Neosho  
Nevada  
Parkville

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

St. Charles County #2  
Ste. Genevieve  
Sedalia  
Versailles

IOWA

Maquoketa  
Tipton

TENNESSEE

Dyersburg Welcome  
Center

### Waste Water Treatment Plant Operations

- 4.20" of precipitation fell during the month.
- The plant performed well this month with 99.3% removal efficiency for B.O.D. and 96.9% for TSS.
- An average of 520,533 gallons of wastewater was treated each day.

### Waste Water Laboratory Analysis

- Staff performed 295 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: Oil & Grease (4), NH<sub>3</sub>-N (5) and Sludge 503's (1).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturers' guidelines.

### Waste Water Treatment Plant Maintenance

- Staff cleaned east and west clarifier.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine P.M.s were done in accordance with all manufacturer recommendations.
- Staff cleaned UV channel.
- Staff repaired water service line to WWTF in the drive of the Vikings ball field.
- Staff received and installed a new RAS pump from FTC. FTC took the old RAS pump back to the shop for an estimate on repairs.
- Due to the 3.25" rain event on Sept. 10, 2015, the water level in the creek rose rapidly and backed the water up to where the stream level was over the outfall pipe. This caused the water to back up inside the UV channel and flood #2 UV light module. Staff contacted the manufacturer for advice on proper cleaning procedures. Staff pulled the entire UV module and removed each quartz sleeve housing every UV bulb. Staff had to let the module and parts dry out for approximately three days before the module could be reassembled. Once this was done, the module was then immersed in a cleaning solution, and once this process was completed, it was reinstalled and returned to 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 H<sub>2</sub>S at manhole B-16 on a weekly basis.

## **OPERATIONS REPORT – PARKVILLE DIVISION**

- Staff continues to monitor pressure gauge on force main at River Chase subdivision three times per week.
- Wiedenmann, Inc., completed the demolition of Eastside Lift Station. Staff will remove the control panel and tower at a later date.
- Staff reported a **Sanitary Sewer Overflow** at McAfee Pump station. This was caused from the rain event on Sept. 10, 2015, where flooding covered several manholes at numerous locations within the city, allowing large amounts of I & I. Once the rain subsided, flow levels returned to normal. This event was reported to City and DNR in accordance with State procedures.

### **Collection System Maintenance**

- Each pump station was checked on Mondays, Wednesdays, and Fridays. Maintenance notes recorded in the Antero program.
- Staff responded to a sewer blockage in the main line at 818 East Street. H & H Septic was called to clear blockage.
- Staff assisted Community Development Staff with locating the River Hills Force Main as AT&T was directional boring and needed to have information concerning the location. Staff remained on site until the project was completed.
- Staff contacted H & H Septic to undertake preventative maintenance cleaning on the River Chase Force Main.
- Staff contacted H & H Septic to repair a broken check valve on a homeowner's service line at Oakdale Dr. in Riss Lake, which was on the city side of curb stop.
- Staff contacted H & H Septic for preventative maintenance cleaning at the McAfee wet well. During this process, the slice gate valve was discovered to be defective and was unable to perform cleaning. Staff has contacted the manufacturer about costs of replacement parts.

### **Bio-solids**

- Staff did not apply sludge during the month.

### **Safety**

- 9/21/15: Confined Space Safety.

### **Recommendations**

- Nothing at this time.

**OPERATIONS REPORT – PARKVILLE DIVISION**

**Loading**

Hydraulic	520,533 gallons per day
Organic	418 mg/L of BOD <sub>5</sub> per day

**NPDES Effluent Permit Parameters**

Parameter	Monthly Average	Permit Limit
pH	6.7 Min. and 7.7 Max	6.5 - 9.0
TSS	4.0 mg/L	30 mg/L
BOD <sub>5</sub>	1 mg/L	25 mg/L
NH <sub>3</sub> -N	0.26 mg/L	3.5 mg/L
O & G	4.4 mg/L	10.0 mg/l
Fecal Coliform	1.49 #/100mL	400 #/100mL

**Removal Efficiency**

Parameter	Monthly Average	Permit Limit
Organic	99.3%	85 %
Solids	96.9 %	85 %

**Biosolids**

	Report Period	Year to Date
Quantity Applied	0 dry tons	33.0 dry tons
Acres Applied	0 acres	30 acres



**OPERATIONAL CONTROL PARAMETERS**

DATE	AB #1					AB#2					SLUDGE DRY TONS	WEATHER
	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids	PH UNITS	TEMP. °C	DO mg/l	MLSS mg/l	Settled Solids		
1	6.9	23.9	0.2	3690	460	6.6	2.4	1.2	3580	400		C
2	6.8	24.1	0.1	3510	425	6.4	24.5	1.5	4240	400		O
3	6.6	24.1	0.1	3460	400	6.4	24.3	1.3	3480	350		C
4	6.6	24.1	0.1	3410	400	6.4	24.5	1.1	3380	350		C
5												C
6												C
7	6.6	24.2	0.1	3960	470	6.4	24.5	1.1	3820	400		R
8	6.8	24.3	0.2	3200	360	6.6	24.6	1.8	2880	250		R
9	6.7	24.2	0.1	3320	375	6.4	24.5	1.1	3300	325		C
10	6.6	24.1	0.1	3400	400	6.4	24.3	1.7	3990	325		O
11	7.0	22.7	0.2	3620	350	7.0	23.3	1.2	3760	480		C
12												C
13												O
14	6.9	22.8	0.3	3570	400	6.7	22.9	1.5	3780	400		C
15	6.8	23.0	0.3	3860	500	6.6	23.2	1.2	3800	400		O
16	6.7	23.1	0.2	3520	400	6.5	23.4	1.3	3580	380		C
17	6.7	23.4	0.1	3640	400	6.5	23.7	1.0	3600	400		C
18	6.7	23.4	0.1	3600	450	6.5	23.8	1.3	3740	400		R
19												C
20												C
21	6.7	23.1	0.2	3730	580	6.5	23.3	1.5	3730	450		O
22	6.7	23.3	0.3	3710	600	6.6	23.4	1.2	3590	520		C
23	6.6	23.2	0.1	3630	525	6.4	23.5	1.3	3790	490		O
24	6.5	23.3	0.1	3490	500	6.4	23.6	1.5	3600	480		O
25	6.6	23.5	0.1	3590	500	6.4	23.8	1.4	3670	450		O
26												C
27												C
28	6.6	23.4	0.2	3890	640	6.5	23.7	1.7	3960	540		C
29	6.6	23.4	0.1	4020	625	6.5	23.7	1.3	3020	550		O
30	6.7	23.3	0.1	4060	900	6.5	23.5	1.0	4140	550		C
31												

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

Tests Performed by: Paul Naher <i>Paul Naher</i>	Title: Maint. Worker	Phone #: 816-891-0003	Date: 10/16/2015
Report Approved by: C. Richard Wilson <i>C. Richard Wilson</i>	Title: Local Manager	Phone #: 816-891-0003	Date: 10/16/2015

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Tuesday, October 27, 2015

Prepared By:  
Matthew Chapman  
Finance/Human Resources Director

Reviewed By:  
Lauren Palmer  
City Administrator

#### ISSUE:

Approve a professional services agreement with Toddale, LLC for consulting services to verify that sales taxes paid on motor vehicles were remitted to the correct jurisdiction and if not, prepare claim for same.

#### BACKGROUND:

Mr. Dale Aipperspach of Toddale, LLC approached the City of Parkville in July 2015 about the idea of trying to collect sales taxes paid on motor vehicle purchases that were likely remitted to the incorrect jurisdiction. Mr. Aipperspach met with Finance/Human Resources Director Matthew Chapman and City Treasurer Steve Berg to discuss the process of collecting potentially misdirected revenue due to the City of Parkville. In some instances, sales taxes paid by Parkville residents may have been sent to Kansas City, MO or some other jurisdiction by mistake. These are the funds Mr. Aipperspach would attempt to collect by filing a claim with the Missouri Department of Revenue. After meeting with Mr. Aipperspach, a formal RFP process was initiated per the Purchasing Policy, but no other vendors responded.

Mr. Aipperspach has previously performed these services for the cities of Raytown, North Kansas City and Gladstone. In the case of Gladstone, Mr. Aipperspach was able to collect nearly \$200,000 in revenue that was mistakenly remitted to the wrong jurisdiction. While staff does not anticipate this type of windfall, any revenue that rightly belongs to the City of Parkville would be welcome. There would be no cost to the City as Mr. Aipperspach is paid a percentage of the revenue generated by his claims.

#### BUDGET IMPACT:

There is no budget impact from an expense perspective as Mr. Aipperspach would only be paid as a percentage (25%) of the revenue he generates in his claims through the Missouri Department of Revenue. The potential revenue impact is indeterminate.

#### ALTERNATIVES:

1. Approve an agreement, as proposed, with Toddale, LLC for consulting services to verify that sales taxes paid on motor vehicles were remitted to the correct jurisdiction and if not, prepare claim for same.
2. Do not approve the agreement and provide alternative direction to staff.
3. Postpone the item.

#### STAFF RECOMMENDATION:

Staff recommends approving an agreement with Toddale, LLC for tax collection services.

#### FINANCE COMMITTEE RECOMMENDATION:

At the meeting on October 12, 2015, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen approve the agreement with Toddale, LLC for tax consultation services.

---

**ITEM 4E**  
*For 11-02-15*  
**Board of Aldermen Meeting**

POLICY:

The Purchasing Policy, Resolution No. 10-02-14, requires the Board of Aldermen to approve all purchases above \$10,000 upon recommendation of the Finance Committee. Since the compensation under this agreement is percentage-based and the exact value is unknown, approval is requested by the Board.

SUGGESTED MOTION:

I move to approve an agreement with Toddale, LLC for consulting services to verify that sales taxes paid on motor vehicles were remitted to the correct jurisdiction and if not, prepare claim for same.

ATTACHMENT:

1. Professional Services Agreement
-

## VEHICLE TAX COLLECTION PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 2nd day of November 2015 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and Toddale, LLC (“Service Provider”).

WHEREAS, the City requires assistance to review tax collection, verify taxes have been awarded to correct jurisdiction, and if not, prepare claim for same (“Project”); and

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

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

### **I. SCOPE OF SERVICES**

- A. The term “Services” when used in this Agreement shall mean any and all tax collection consulting 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:
- B. Service Provider shall receive as compensation for services performed under this Agreement twenty-five percent (25%) of the amount recovered from the State of Missouri Department of Revenue on behalf of the City for Sales Taxes on Motor Vehicles, for all allowable past due periods. City agrees to make copies of notifications to Service Provider so that Service Provider is able to invoice the City for the compensation described hereunder.
- C. 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.

- D. 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/HR Director
  - 8880 Clark Ave.
  - Parkville, MO 64152
  - [mchapman@parkvillemo.gov](mailto:mchapman@parkvillemo.gov)
- A. Notices sent by the City shall be sent to:
  - Toddale, LLC
  - Attn: Dale Aipperspach
  - 6417 East 17<sup>th</sup> Street
  - Kansas City, MO 64126

**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 for one year. If the City is satisfied with the services provided a one-year renewal may be offered.
- 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

TODDALE, LLC

By: \_\_\_\_\_  
Dale Aipperspach, Service Provider

## EXHIBIT A

1. **Nature of Services to be Rendered:** Consultant shall provide and perform consultation services for the City. The Consultant and the City will jointly complete any forms required by the Department of Revenue to facilitate the submission of claims for taxes due. City will ensure that any pertinent information, and/or feedback is communicated promptly to the Consultant throughout the working relationship.
2. **Supervision:** Consultant shall have complete control over the assignments, except that City shall have the right to provide guidelines and supervision to ensure that Consultant's work is proper, complies with City's requirement to meet its specification, and is completed in a timely manner. Consultant shall make no representations that are contrary to the rules, regulations and procedures established by City from time to time.
3. **Scope of Services:** Consultant will secure transaction listings from the Department of Revenue and compare to City's tax rolls to verify that taxes have been awarded to the correct jurisdiction and if not, prepare claim for same. Consultant will submit claims monthly to the Department of Revenue. Additionally, Consultant will provide documentation confirming that the funds were or would have been remitted to a different jurisdiction when they were due to Parkville. Documentation will be in the form of a spreadsheet detailing vehicle purchase price, tax paid, Parkville address of purchaser and jurisdiction taxes were to be remitted to.

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: Tuesday, October 27, 2015

Prepared By:  
Matthew Chapman  
Finance/Human Resources Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve a professional services agreement with Cochran Head Vick & Co., P.C. for auditing services for the 2015 fiscal year.

BACKGROUND:

The City previously solicited proposals for auditing services in August 2012 for audits covering FYs 2012-2014. Bruce D. Culley, C.P.A., P.C. was chosen to perform auditing services for this period. The City has a policy to solicit bids for auditing services every three years. The City issued a Request for Proposals (RFP) for auditing services on September 1, 2015. Three firms submitted proposals and all participated in interviews with the Audit Selection Committee consisting of Alderman Jim Werner (Finance Committee Chair), City Administrator Lauren Palmer, Finance/Human Resources Director Matthew Chapman and City Treasurer Steve Berg. After reviewing each firm's proposal, contacting references and meeting with each firm through the interview process, Cochran Head Vick & Co., P.C. was identified as the best firm to conduct auditing services for the City for FY2015. Cochran Head Vick & Co. has the best range of experience with municipal clients of a similar size and demonstrated the expertise and staff capacity to complete the audit on or before June 30.

BUDGET IMPACT:

Based on the proposal submitted by Cochran Head Vick & Co., P.C., the lump sum cost for services related to the 2015 Financial Statement Audit will be \$18,120. The recommended 2016 budget includes adequate funds for Auditor Fees (10-501-08-02-00) for this contract.

ALTERNATIVES:

1. Approve a professional services agreement with Cochran Head Vick & Co. for auditing services for FY2015 in the amount of \$18,120.
2. Do not approve the recommendation and provide further direction.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving the agreement with Cochran Head Vick & Co., P.C. for one year for auditing services related to FY 2015, with annual extensions for FY2016 and FY2017 at the City's option.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on October 26, 2015, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen approve the agreement with Cochran Head Vick & Co., P.C. for auditing services for FY2015 in the amount of \$18,120.

POLICY:

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

---

**SUGGESTED MOTION:**

I move to approve a professional services agreement with Cochran Head Vick & Co., P.C. in the amount of \$18,120 for auditing services for fiscal year 2015.

**ATTACHMENTS:**

1. Proposed Agreement
  2. Cochran Head Vick & Co., P.C. – Technical Proposal for Professional Auditing Services (incorporated by reference and available on request in the City Clerk's Office)
-

## AUDITING SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 2nd day of November 2015, by and between the CITY OF PARKVILLE, MISSOURI ("City") and COCHRAN HEAD VICK & CO, P.C., 1251 NW Briarcliff Parkway, Suite 125, Kansas City, Missouri, 64116.

WHEREAS, the City requires an annual auditing of the City's financial statements; and

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

WHEREAS, Service Provider is the City's audit firm and has the necessary staff and qualifications to provide auditing 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 "Services" when used in this Agreement shall mean any and all auditing 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 as follows:
  - i. Prepare the audited financial statements of the City of Parkville for the year ended December 31, 2015, including: government-wide financial statements; fund financial statements; proprietary fund financial statements; agency fund financial statements; notes to basic financial statements; required supplementary information; other supplementary information.
  - ii. The audited financial statements will be summarized in a final audit report that includes management's discussion and analysis and is accompanied by a letter from the auditor to management to summarize the findings and any recommendations for city staff and elected officials.
  - iii. Service Provider will make a formal presentation of the final audit report to the Board of Aldermen at a scheduled legislative meeting. Service Provider will also make updates as are necessary throughout the process to the Finance/Audit Committee.
  - iv. Services will be provided in accordance with generally accepted auditing principles (GAAP), guidance standards issued by the Governmental Accounting Standards Board (GASB), and any other applicable industry standards or best practices.
- 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 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 a lump sum of eighteen thousand one hundred twenty dollars (\$18,120). The Service Provider is not entitled to reimbursement for expenses or incidentals.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. The work shall be completed by June 30, 2016, and the City reserves the right to withhold up to two percent (2%) of compensation for each week (seven calendar days) that the work remains incomplete beyond June 30, 2016.
- 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 and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies

to the City, except to the extent that such claims arise from materials created or supplied by the City.

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

VI. INSURANCE

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :
  - a. Is licensed to do business in the State of Missouri;
  - b. Carries a Best's policy holder rating of A or better; and
  - c. Carries at least a Class X financial rating.
- B. The City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. The City shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal, or material modification of coverage.

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

All documents, materials and work products produced in whole or in part under this Agreement shall not be the subject of an application for copyright by or on behalf of Service Provider. The City shall be deemed the author of any such data for which Service Provider has been compensated to produce.

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: Matthew Chapman, Finance/Human Resources Director
  - 8880 Clark Ave.
  - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
  - Cochran Head Vick & Co., P.C.
  - 1251 NW Briarcliff Parkway, Suite 125
  - Kansas City, MO 64116

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

XII. MISCELLANEOUS PROVISIONS

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

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
  - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that 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 in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the 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. 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 unenforceable, 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

DAVID COCHRAN, CPA

By: \_\_\_\_\_  
David Cochran, CPA

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Tuesday, October 27, 2015

Prepared By:  
Melissa McChesney  
City Clerk

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve a resolution to amend the Board of Aldermen Rules of Order regarding ordinances, the consent agenda and public comments.

BACKGROUND:

Per RSMo 79.150, a board of aldermen of a fourth class city may enact rules and regulations to govern its own proceedings and the transaction of its business. The Board adopted the Rules of Order on August 4, 2015, which can be amended at any time by resolution.

Rule No. 5 states the second reading will be approved on the consent agenda and requires a roll call vote. Since the adoption of the rules, staff has determined that there may be some instances where the first reading of an ordinance can be approved on the consent agenda if the City Administrator deems appropriate. Rule No. 5 has been amended to address this issue.

In addition, to make each meeting consistent, Rule Nos. 6 and 9 have been amended to include wording about approval of the consent agenda by roll call vote, even if it does not include an ordinance. Rule No. 7 was also amended to clarify that public comment time cannot be yielded to another person to give them additional speaking time.

BUDGET IMPACT:

There is no impact to the budget.

ALTERNATIVES:

1. Approve Resolution No. 11-01-15 to amend the Board of Aldermen Rules of Order.
2. Do not approve the resolution to amend the Rules of Order.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends amending the Rules of Order regarding approval of ordinances on the consent agenda and address public comments.

POLICY:

RSMo 79.150 states a fourth class city board of aldermen may adopt rules of procedure it may find necessary for the expeditious transaction of its business. Parkville Municipal Code Section 105.210 speaks to adopted rules of order by resolution and the Rules of Order state that it can be amended at any time by resolution.

SUGGESTED MOTION:

I move to approve Resolution No. 11-01-15 to amend Rule Nos. 5, 6, 7 and 9 of the Board of Aldermen Rules of Order regarding ordinances, the consent agenda and public comments.

**ITEM 4G**  
*For 11-02-15*  
**Board of Aldermen Meeting**

ATTACHMENTS:

1. Resolution No. 11-01-15
2. Amended Rules of Order



---

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

---

***CITY OF PARKVILLE, MO.  
RESOLUTION No. 11-01-15***

**A RESOLUTION AMENDING THE BOARD OF ALDERMEN RULES OF ORDER**

WHEREAS, RSMo 79.150 states a fourth class city board of aldermen may enact rules and regulations to govern its own proceedings and the transaction of its business; and

WHEREAS, Parkville Municipal Code Chapter 105, Section 105.210, authorizes the Board of Aldermen to adopt rules of order by resolution; and

WHEREAS, the Board of Aldermen adopted the Rules of Order on August 4, 2015, which may be amended by resolution at any time; and

WHEREAS, staff recommends amending Rule Nos. 6 and 9 regarding approval of the consent agenda by a roll call vote; Rule No. 5 regarding approval of the first reading of an ordinance on the consent agenda if authorized by the City Administrator; and Rule No. 7 regarding time for public comment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen hereby amends the Board of Aldermen Rules of Order as attached hereto and incorporated herein by reference.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 2<sup>nd</sup> day of November 2015.

---

Mayor Nanette K. Johnston

ATTESTED:

---

City Clerk Melissa McChesney



**City of Parkville  
Board of Aldermen Rules of Order  
August 2015**

INTRODUCTION .....	1
DEFINITIONS.....	1
RULE 1: ALDERMAN .....	1
RULE 2: MAYOR.....	2
RULE 3: STAFF .....	3
RULE 4: MEETINGS.....	3
RULE 5: AGENDAS.....	4
RULE 6: ORDER OF BUSINESS .....	5
RULE 7: PUBLIC COMMENT .....	5
RULE 8: MOTIONS.....	6
RULE 9: VOTES .....	8
RULE 10: MINUTES .....	8
RULE 11. MISSOURI SUNSHINE LAW .....	8
RULE 12: BOARDS/COMMITTEES/COMMISSIONS .....	9
RULE 13: SUSPENDING THE RULES.....	9
RULE 14. REFERENCE TO ROBERT’S RULES OF ORDER .....	9

## INTRODUCTION

Pursuant to Missouri state law, the Board of Aldermen of a fourth class city may enact rules and regulations to govern its own proceedings and the transaction of its business. These rules, therefore, having been adopted by the Board of Aldermen, are intended to guide the efforts of its members, acting collectively, in conducting the business of the City of Parkville. These rules are intended to facilitate, and not obstruct the conduct of business by providing an orderly and consistent framework for conducting such meetings. They preserve the rights of all to fully participate in the proceedings and assist in an orderly discussion.

The Board of Aldermen is a single, ongoing governing body; the will of the majority shall be the decision of the body. These rules shall apply to all official proceedings conducted by the Board of Aldermen, in all its capacities, except those proceedings which by law requires a different procedure.

These rules may be amended by resolution at any time by the Board of Aldermen. They shall remain in effect upon adoption by resolution and until otherwise amended or suspended.

## DEFINITIONS

*Bill* – an ordinance introduced by an alderman’s motion that does not become an ordinance until after the second and final reading of the title and is then signed by the mayor or acting president or passed over the mayor’s veto. A bill shall be assigned a number by the city clerk during agenda packet preparation.

*Consent agenda* – items that are acted on under a single motion without additional discussion unless an item is removed for discussion.

*Debate* – formal discussion on a particular topic during a meeting in which opposing arguments may be put forward.

*Majority vote* – more than half of votes cast.

*Mayor’s veto* – opposition to an ordinance passed by the Board of Aldermen returned immediately upon passage with the mayor’s objection(s) that can become an ordinance if two-thirds of the Aldermen vote in favor.

*Minutes* – an official record of all proceedings and transactions of a legislative body.

*Motion* – formal proposal to act that recommends a course of action the Board of Aldermen should take.

*Ordinance*– originated as a bill and becomes a permanent part of the City’s law book upon passage [RSMo §79.130].

*Quorum* – minimum number of members required to attend a meeting before any business is transacted; the quorum for the Board of Aldermen is five (5) members who are present and eligible to vote.

*Resolution* –subject matter that is temporary or ministerial in character and relates to the administrative business of the municipality and may be passed by a majority of the quorum.

*Roll call vote* –a vote in which aldermen are called by name and allowed to cast their vote as aye or nay. Roll call votes are taken when the mayor states “will the city clerk please call the roll.”

*Voice vote* – a parliamentary vote taken by calling for ayes and nays and estimating which response is stronger.

## RULE 1: ALDERMAN

The Board of Aldermen consists of nine (9) members, eight (8) aldermen who serve two-year terms and the elected mayor. Two aldermen are elected from each of the four (4) wards [Municipal Code 105.020]. All aldermen have and share equal rights, privileges, responsibilities and obligations, which include, but are not limited to:

- 1) All aldermen present and participating in meetings have the right to make, second and amend motions. Traditionally the mayor has asked two aldermen to make and second motions for routine matters in order to promote the orderly flow of business.
- 2) All aldermen present and participating in meetings have the right to participate in debate when discussion is permitted. Aldermen shall speak only after being recognized by the mayor. The mayor may limit alderman comments to intervals of 3 minutes if needed so all members have an equal opportunity to speak to issues that are pending before the Board of Aldermen.
- 3) All aldermen present and participating have the right to ask questions and seek clarification or further information on pending matters.
- 4) All aldermen present and participating in the meeting have the right to vote on matters, unless prevented by a conflict of interest in which case a member should recuse him or herself from participating in the proceedings.

**Conduct.** Aldermen shall conduct themselves in a civil, businesslike manner during all proceedings, and shall respect and follow these rules: each alderman shall demonstrate courtesy and respect for the Board, as well as for the public, for staff and other aldermen. Aldermen shall comply with the Code of Ethics [Municipal Code Chapter 107]. A real or potential conflict of interest shall be declared and the alderman so declaring the conflict shall abstain from further participation in the matter and leave the Board Room during the debate and vote, all in accordance with Parkville Municipal Code §107.050. The conflict of interest will be noted in the official minutes.

**Attendance.** Aldermen shall attend all meetings, unless prevented while performing other business of the City or prevented due to absence, illness, emergency or other conflict. Aldermen expecting to be absent from the meeting should notify the city administrator, mayor and city clerk at least 24 hours prior to the meeting.

Aldermen shall not speak on behalf of the Board of Aldermen or the organization unless formally designated to do so. If designated, the alderman shall state only the official policy or position adopted by the Board of Aldermen [Municipal Code §107.080]

## **RULE 2: MAYOR**

The mayor, elected to a three-year term beginning in 2016, is the presiding officer of the Board of Aldermen who enforces the rules and designates who can speak at any given time during the meeting. The mayor is considered a member of the Board of Aldermen, with all rights and privileges accorded to other members except making or seconding a motion and may only vote to break a tie [RSMo §79.120]. Duties of the mayor include officiating over all proceedings, ensuring order and compliance with these rules and facilitating the will of the majority; recognizing those entitled to the floor and confining debate to matters under consideration; deciding all questions of order, subject to appeal by any alderman; putting to vote all matters properly introduced and declaring the result thereof for the record; and authenticating by signature all acts and judgments made by authority of the Board of Aldermen.

**Removal of Elected Official.** The mayor may remove, for cause shown, any elected officer so long as removal is approved by a majority of all the members of the Board of Aldermen. Before removal, the officer must be given an opportunity to be heard, along with witnesses, before the Board of Aldermen. The aldermen act as a board of impeachment during this hearing. Any elective officer, including the mayor, may be removed by a two-thirds vote of all the members. That same majority can remove an appointed officer despite the mayor's disapproval [Municipal Code §110.130 and RSMo 79.240].

**Vacancy of elected office.** When the office of an alderman becomes vacant, the mayor nominates, with approval by the Board of Aldermen, a replacement to serve until the next municipal election [RSMo §79.280 and Municipal Code §110.120].

**Mayor's Absence.** In the absence of the mayor, the acting president shall preside over the meeting [RSMo §79.090 and Municipal Code §105.030]. In the absence of both the mayor and acting president, the longest-serving alderman shall call the meeting to order and serve until the mayor or acting president return, or adjournment of the meeting. The acting president, when exercising the duties of mayor, shall

exercise the right to vote as an alderman; in a case of a tie vote, the acting president shall also vote on behalf of the mayor [Attorney General Opinion No. 38-88, 1/21/1988].

### **RULE 3: STAFF**

**City Clerk.** The city clerk, or designee, shall attend all meetings and record the proceedings thereof; shall keep and preserve records and files belonging to the Board of Aldermen [RSMo §610.023] and perform such other services that may be provided. The city clerk's signature and the city seal attest that an ordinance and resolution has been properly adopted and oaths of office that verify officials were properly sworn in. The city clerk must ensure that proper notice is posted within 24 hours of a meeting along with a tentative agenda. The city clerk is also responsible for the minutes, attestations, legal and public notices, and is the keeper of the city seal. In the absence of the city clerk at a meeting, he/she shall select another qualified staff member to sit in as acting city clerk for the meeting.

**City Administrator.** The city administrator shall attend all meetings, unless excused; shall provide advice or opinions on all matters before the Board of Aldermen or oversee the same from other city staff; and perform such other services as required. In the event the city administrator is unable to attend a Board of Aldermen meeting, he/she may appoint another qualified staff member to attend the meeting on behalf of city administration.

**Department Heads.** Unless excused by the city administrator, department heads are requested to attend any meeting to provide information or advise upon matters regarding the functions, services and general operation of the department under his/her leadership.

**City Attorney.** The city attorney, or his/her designee, shall attend all meetings of the Board of Aldermen, unless excused. Any alderman may call upon the city attorney for his/her opinion as to law, ordinances or parliamentary procedure, but the final decision as to the matter of parliamentary procedure shall be the responsibility of the mayor, or acting president in the absence of the mayor.

### **RULE 4: MEETINGS**

For all Board of Aldermen meetings, a quorum is required before any business can be transacted. If during a meeting the roll call shows less than a quorum the mayor can call a recess of not more than 10 minutes after which time if a quorum is not present the meeting may be adjourned or the mayor may call for an additional recess in order to find the aldermen needed to create a quorum. Except for emergencies, the public must be given notice 24 hours in advance of the meeting by way of a tentative agenda. The full agenda packet will be posted on the City's website for public viewing and the tentative agenda will be posted at the top floor main entrance and lower floor Municipal Court doors. If staff is aware that a quorum will not be present for a meeting, the meeting can either be cancelled or rescheduled in accordance with Municipal Code §105.040.

**Public accessibility.** All meetings shall be open and public, unless it qualifies as a closed session, and at all times comply with the accessibility requirements provided under the Missouri Sunshine Law; citizens and other visitors attending the Board of Aldermen meetings shall observe the same rules of good conduct applicable to aldermen. The public is invited to attend but can only provide comment if authorized by the Board of Aldermen (see Rule No. 7). Guests with special needs should contact the City Clerk's Office at least 24 hours before the meeting to arrange accommodations.

#### **Types of Meetings**

**Regular meetings** shall be held the first and third Tuesdays each month, with the exception of holidays, and shall be conducted in the Board Room at City Hall, 8880 Clark Avenue, Parkville, unless otherwise determined by the mayor and provided for and notice given to the public. Each regular meeting shall open at 7:00 p.m. unless a different hour shall be specified by rule or resolution of the Board [Municipal Code §105.090].

**Special meetings** may be called at the mayor's discretion, or any two (2) members of the Board of Aldermen, by notifying the city clerk to provide notice to the Board, staff and public at least 24 hours in advance; special meeting business shall be transacted as at regular meetings [Municipal Code §105.080].

**Executive Sessions** are closed meetings authorized by RSMo §610.021. The most common reasons include legal actions, real estate transactions, personnel matters, sealed bids, contract negotiations, and audits. A roll call vote is required during an open session to hold a closed meeting for one of the specific authorized purposes. Notice must be given 24 hours in advance of the closed meeting and cite the specific section of the statute. Notice of an executive session will be included on regular or special meeting agendas. Where no regular or special meeting is scheduled, notice of an executive session shall be given separately. Minutes must be compiled for all executive sessions and must include date, time, location, motions and mover/seconded of the motion, and votes. Any votes taken during executive session must be made by roll call vote and published within 72 hours of the decision by notice posted at City Hall.

**Public Hearings** shall be conducted when required by State law to receive testimony from the public on pending matters and shall be called by public notice. The general procedure for a public hearing is as follows: open the public hearing, including a staff explanation of the purpose of the public hearing; provide a summary of the issue(s) and an overview of the recommendations; presentations from the parties involved or who are primarily affected by any action that may arise as a result of the public hearing; public testimony or comments from the general public; and close the public hearing after all comments and testimony have been received. The mayor may impose time limits for public testimony in order to ensure the orderly conduct of business (see Rule No. 7). After the public hearing is officially closed, unless otherwise prescribed by law, no further evidence or comments can be admitted into the record by the public unless the Board of Aldermen wishes to reopen the public hearing to receive additional testimony before making a decision. Any alderman may propose, by regular motion, that the Board of Aldermen take certain action on the matter.

**Work Sessions** are informal sessions where the Board of Aldermen can address and discuss issues before taking formal action at regular or special meetings. Work sessions are for discussion and general direction only and no actions are taken.

**Emergency meetings** can be called within 24 hours of the proposed meeting time, in compliance with the Open Meetings Act [RSMo §610.020]. If an emergency meeting must be scheduled, the reason for the departure from the normal requirements will be stated in the motion and public notice posted at City Hall. If by any reason it is unsafe to meet at City Hall, the meetings may be held for the duration of the emergency at such other place as may be designated by the mayor, or in the mayor's absence by the acting president or the city administrator.

Changes to meeting schedules can occur in different circumstances. Meetings that fall on a city-observed holiday can be rescheduled to the day following the scheduled date. If for any reason the date of a meeting is to be changed, the mayor may reschedule a meeting provided there is 24 hours' notice prior to the new date and/or time [Municipal Code §105.040].

## **RULE 5: AGENDAS**

Every agenda item to come before the Board of Aldermen for consideration must be filed with the city clerk under the direction of the city administrator by 5:00 p.m. the Tuesday prior to the Board of Aldermen meeting. Each item must be accompanied by a staff report that includes relevant background information, budget impact (if any), recommended action(s), and any supporting documentation. The city administrator will consult with the mayor to review the agenda for each meeting which shall list an outline of all matters to be introduced, considered or acted upon (see Rule No. 6). The description of each matter contained on the agenda shall be sufficient enough for the general public to determine the nature or subject of each item. Agenda items may be submitted by any alderman through the city administrator. The public may request an item be added to the agenda through the city clerk by noon on the Thursday prior to

the Board meeting in order for it to be included on the tentative agenda. The agenda packet will be distributed to the Board of Aldermen and the agenda will be posted on the City's website and at City Hall the Friday before the meeting by 4:30 p.m.

Items on the action agenda should be presented in the following order:

1. Mayor reads the item's title
2. Staff presents the item, including a background, financial impact, recommendations, etc.
3. Aldermen may ask questions of staff and other members
4. Public comments on action items
5. Alderman makes a motion and another alderman seconds the motion
6. Mayor restates the motion in order to be clear on the motion to be voted upon [Robert's Rules of Order]
7. Aldermen vote on the motion

**Ordinance.** An ordinance requires favorable votes by a majority of the elected board members and must be read by title twice before passage. It becomes effective the date it is approved by the Board of Aldermen and subsequently signed by the mayor, unless otherwise stated. Ordinances shall be in writing and prepared by City staff and reviewed by the City Attorney. Any ordinance amending or repealing any portion of the Municipal Code shall also amend or repeal the respective portions of any underlying ordinance(s).

The first reading of an ordinance will be read on the action agenda and the second and final reading will be read the next subsequent meeting on the consent agenda, unless the item is a time-sensitive matter in which it may be approved during the same meeting. If authorized by the City Administrator, the first reading of an ordinance may be included as part of the consent agenda. ~~If the consent agenda includes the second and final reading of an ordinance, the motion to approve the consent agenda~~ must be approved by a roll call vote in order to record the ayes and nays in the minutes, as required per RSMo §79.130.

## **RULE 6: ORDER OF BUSINESS**

The Board of Aldermen's regular agenda will be presented in the following order:

1. Call to Order
2. Citizen Input
3. Mayor's Report
4. Consent Agenda. Items on the consent agenda may be pulled for debate or a separate motion if desired. Aldermen are allowed to question or comment on an item without a separate motion. The recommended motion is "I move to approve the consent agenda and recommended motions for each item as presented." The consent agenda will consist of items considered routine in nature, non-controversial or previously approved by the Finance Committee. The consent agenda will be approved by roll call vote. If an item is removed from the consent agenda for a separate motion, the item becomes the first item on the action agenda.
5. Action Agenda
6. Non-Action Items (when necessary)
7. Staff Updates on Activities
8. Committee Reports and Miscellaneous Items from the Board
9. Adjourn

The mayor may have discretion to alter the order of business prior to the public posting of the meeting agenda.

## **RULE 7: PUBLIC COMMENT**

A member of the public is allowed to speak before the Board of Aldermen during regular meetings. Each speaker is limited to three (3) minutes under Citizen Input for comments on issues not listed on the action

agenda. A member of the public must submit to the city clerk his/her name, address and the subject to be presented, along with any supporting materials, by noon on the day of the Board meeting. Unless unusual circumstances dictate otherwise, the Board of Aldermen will not make a decision on an issue(s) presented by an individual or group during that particular meeting but may refer any item to staff for action or additional analysis. (Boy Scouts, Girl Scouts, and other similar youth civic/service members will be recognized during Citizen Input and are therefore exempt from the notification requirement.)

Public comment will be accepted on all items on the action agenda. At the mayor's discretion, speakers may be limited to three (3) minutes. [A member of the public cannot yield the balance of their public comment time to another member of the public.](#) In addition, the mayor may limit the total time devoted to public comment on any given agenda item, provided that proponents and opponents of the action are given equal opportunity to comment.

After being recognized by the mayor, each member of the public addressing the Board of Aldermen shall go to the podium, state his/her name and address and who he/she is representing. All remarks should be addressed to the Board of Aldermen as a whole and not to any individual member or to staff. The names, addresses and a general overview of the public comments will be entered in the minutes.

## **RULE 8: MOTIONS**

Unless operating under procedures provided by Missouri statute or other legal regulations, all motions shall be open to debate without restriction, shall require a second (except as noted herein), and shall require a simple majority vote for passage. A motion requires that 1) an alderman makes a motion by stating "I move to..." 2) another alderman seconds the motion (except when not needed), and 3) the mayor restates the motion. If a motion does not receive a second, the motion will not be considered.

A motion must be made, seconded and restated by the mayor before the Board of Aldermen can debate the motion. Debate is limited to the motion immediately on the floor.

If an alderman makes a motion he is not permitted to speak against his or her own motion, but can vote against his or her own motion [Robert's Rules of Order].

**Amending or withdrawing a motion.** If a main motion is on the floor and an alderman moves to amend that motion, discussion must be limited to the amendment first. If the seconder disagrees with the amendment he or she may withdraw the second and the amendment must be seconded by another alderman. If the amendment is passed, the main motion, as amended, can be discussed. If the amendment is not seconded it will not be considered.

The motion maker owns the motion and may withdraw or modify it before it is restated by the mayor without approval by the Board of Aldermen by stating "I ask permission to withdraw (or amend) the motion."

If the motion is restated by the mayor, it belongs to the Board of Aldermen and any withdrawal or amendment must be approved by the Board of Aldermen. The mayor will ask for unanimous consent from the Board of Aldermen for the withdrawal or amendment. If the mayor hears no objection, he/she will announce the motion is withdrawn or amended.

If there is not unanimous consent, a motion must be made to withdraw or amend the motion. The motion does not need a second, is not debatable and needs a simple majority vote. The minutes will not reflect the withdrawn or amended motion [Robert's Rules of Order].

**Main motions.** Motions that bring business before the Board of Aldermen are debatable and amendable and as a general rule need a majority vote to pass.

*APPROVE* – official action to endorse a proposal

*AUTHORIZE* – official approval to empower an action or a person to act on behalf of the Board of Aldermen in a specific manner

*DENY* – official action to reject a proposal

*RESCIND/REPEAL* – official action to nullify previous action taken by the Board of Aldermen; requires a two-thirds vote or a majority of the entire membership [Robert’s Rules of Order].

**Privileged motions.** Motions that warrant interrupting all other motions, take precedence over other questions and are not debatable.

*FIX THE TIME TO WHICH TO ADJOURN* – sets the time for continuation of the present meeting in order for another meeting to continue business, but does not adjourn the present meeting or set the time for its adjournment; requires a majority vote

*Example:* I move that when this meeting adjourns, it adjourns to meet on (date and time) at (place).

*ADJOURN* – a privileged motion to close a meeting that must be seconded and is not subject to debate; discussion must be halted and a vote taken

*RECESS* – Short interruption which does not close the meeting; motion is not required if recess is included on the agenda

*EXECUTIVE SESSION* – allows for a closed session for those purposes stated in RSMo 610.021; motion must be made in an open session, must be seconded, and is subject to limited debate as to the date and/or time and general purpose.

**Incidental motions.** Motions that arise out of another pending question that takes precedence and must be decided before the question is answered or are incidental to a question that should be decided before any other business is taken up

*POINT OF ORDER* – enables an Alderman to bring attention to a potential breach of order or to question a procedure or rule; it does not require a second and is not debatable

*SUSPENSION OF THE RULES* – enables the Board of Aldermen to temporarily set aside its rules, or any specific portion of its rules, in order to proceed to the consideration of a question or matter; it must not extend past the matter acted upon or the meeting, must state the purpose for the suspension and requires a second

*DIVIDE A QUESTION* – enables the Board of Aldermen to divide a complex question or proposal and to consider the matter by section or paragraph; it must be seconded and is not subject to debate

**Subsidiary motions.** Motions that set aside a motion temporarily and permanently

*AMEND* – to improve or clarify the intent or substance of a pending motion that must be made while a motion is on the floor. Amendments must be relevant to the question under consideration and shall be acted upon in reverse order. Motions can be amended only to a third degree, that is, one can amend an amendment, but can go no further.

*ADDITION* – addition of specific words or phrases or sentences to perfect the intent or meaning of the pending main motion.

*SUBSTITUTION* – substituting provisions, sections or the entire language of the original motion and providing in lieu thereof new provisions, sections or language; substantially, offering a new motion relevant to the subject of the original main motion properly in possession of the body.

*REFER* – enables any pending question or matter to be referred to a committee, agency or department, or another entity for review, comment and possibly recommendation.

*POSTPONE* – postponing consideration (or further consideration) of a measure to a certain motion and carries a time limit and can be debated as to the merits of postponement.

*POSTPONE TO A CERTAIN TIME/POSTPONE DEFINITELY* – set the date and time when the motion will be acted upon

*TABLE* – temporarily setting aside a pending motion (or series of pending motions) to take care of something else deemed urgent; if the motion laid on the table is not taken from the table by the next regular meeting, the motion dies [Roberts Rules of Order].

**Pending motion.** When a main motion has been made, members can amend it, postpone it, etc. All of the actions that take place while the main motion is pending are subsidiary motions.

Every motion must not violate the rules adopted by the City. It is the mayor’s duty to rule the motion out of order. These include: 1) conflicts with federal, state or local law and rules of the City; 2) an action outside of the City’s scope unless approved by two-thirds vote to allow it; 3) conflicts with a motion previously adopted and still in force; 4) presents the same question that was rejected during the same meeting; and 5) conflicts or presents the same question as one that was postponed or tabled.

## **RULE 9: VOTES**

Votes can be taken two different ways, voice vote or roll call vote. If a voice vote is unclear, the mayor or an alderman may demand the ayes and nays by calling for a roll call vote. A majority decides a question except when basic rights of members are involved. A two-thirds vote is required if a motion deprives a member of rights in any way, or when otherwise required by state law.

**Roll Call Vote.** For a roll call vote, the city clerk will determine a random order which will change for each meeting. Roll call votes are required for the final passage of bills [and to approve the consent agenda.](#)

**Voice Vote.** Most votes can pass by a majority of a quorum unless specified differently by statute. Voice votes are taken by the mayor stating “all those in favor say aye; all opposed say no.”

**Abstention.** If an alderman abstains from a vote because of a conflict of interest, he/she is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a majority of those voting and present. An alderman must recuse himself from the meeting until the matter is acted upon by the Board of Aldermen. If the vote required is of the members present, or of the entire membership, an abstention will have the same effect as a “no” vote. Even in such a case, however, an abstention is not a vote and is not counted as a vote.

**Tie vote.** In the case of a tie vote, the mayor shall cast his/her vote to dissolve the tie vote.

**Demand for a roll call.** Upon the demand of any alderman, made before the negative votes are taken, the roll shall be taken for ayes and nays upon any question before the Board of Aldermen.

## **RULE 10: MINUTES**

Full and accurate minutes of the Board of Aldermen proceedings, including closed sessions, shall be kept by the city clerk. Minutes must include the date, time, place, members present and a record of the votes [RSMo §610.021 and RSMo Chapter 79]. The exact wording of each motion and results of each vote shall be recorded in the minutes. Short summaries of comments pertinent to the discussion at the meeting will be included when appropriate. At the request of an alderman, exact statements made by he or she can be put into the record by stating “I would like to note for the record...” The Board of Aldermen must give final approval to all minutes prior to the city clerk’s signature. Meeting minutes will be posted on the City’s website and printed copies are available on request and are subject to printing fees in accordance with RSMo §610.026.1. Archives of the meeting videos are also on the City’s website.

## **RULE 11. MISSOURI SUNSHINE LAW**

The Missouri Sunshine Law [RSMo §610.021] sets the rules to help municipalities and other public governmental entities provide transparency and fairness. The law applies to all meetings of the Board of Aldermen and all authorized boards, commissions and committees. It also determines which types of

meetings are open and which meetings can be closed. All Board of Aldermen meetings shall be held and all business conducted in compliance with the requirements of the Missouri Sunshine Law.

## **RULE 12: BOARDS/COMMITTEES/COMMISSIONS**

The Board of Aldermen may establish, by ordinance, special commissions, committees and boards. Each subcommittee shall have a defined purpose and undertake only the work it is assigned or which is relevant to its purpose. Members are appointed by the mayor with consent of the Board of Aldermen. Terms expire annually in May and appointments are made at the first meeting in May [Municipal Code §110.040]. All committees established by the Board of Aldermen must comply with requirements of the open meetings and open records laws of Missouri as well as rules established by the Board of Aldermen. [RSMo §610.040.4]

**Standing Committees, Commissions and Boards.** The Mayor shall make appointments to the following committees, commissions and boards after seeking applications from the public and after consulting with the Board of Aldermen.

- Finance Committee (Board of Aldermen appointees only)
- Board of Zoning Adjustment
- Community Land & Recreation Board
- Ethics Commission
- Industrial Development Authority
- Planning & Zoning Commission
- Tax Increment Financing Commission

**Ad Hoc Committees.** The mayor may at any time appoint a special committee of the Board of Aldermen, also called a select or ad hoc committee. This committee is created to perform a specific task and is dissolved when the task is completed and the final report is given. The mayor should not create a special committee to do something that is within the designated function of a standing committee. The purpose of a committee determines its size as well as who is appointed to serve on it.

**Appointment procedure.** The city clerk is responsible for administering the process by which appointments are made in accordance with Municipal Code regulations adopted by the Board of Aldermen. The city clerk will work with the mayor to ensure appointments are made when needed or are on the list to be made. The city clerk will create a policy report and attach the application and/or resume for consideration by the Board of Aldermen.

## **RULE 13: SUSPENDING THE RULES**

If in the event a rule does not coincide with the wishes of the Board of Aldermen, any alderman may make a motion to suspend the Rules of Order that must be approved by a two-thirds vote; but such suspension shall not extend past the matter acted upon, or the meeting, as appropriate. A motion to suspend the rules must state the reason for the suspension and the rules to be suspended.

## **RULE 14. REFERENCE TO ROBERT'S RULES OF ORDER**

The Board of Aldermen shall refer to the current edition of *Robert's Rules of Order Newly Revised* to answer procedural questions not resolved in these rules, so long as it does not conflict with Missouri law.

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Tuesday, October 27, 2015

Prepared By:  
Lauren Palmer  
City Administrator

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

ISSUE:

Approve the second reading of an ordinance to authorize a maintenance agreement with the Missouri Department of Transportation for the widening of Route 45 – Phase B.

BACKGROUND:

On March 21, 2013, the Missouri Department of Transportation (MODOT) approved the City's cost share application for the Route 45 Widening - Phase C project (from Route K to Interstate 435). On January 21, 2014, the Board of Aldermen authorized the Mayor to execute a cost share and maintenance agreement for Phase C of the project. In general, the agreement requires the City to maintain the multi-modal trail and vegetation along the project within the corporate City limits. Trail maintenance is limited to crack repair, patching holes, removing litter/debris, and removing snow/ice, consistent with how the city maintains similar city assets. Vegetation includes grassy areas and any landscaping in medians, curb islands, and the area between the trail and curb. Any additional maintenance desired is the responsibility of the City for areas within the City limits.

While negotiating the agreement for Phase C, MODOT notified the City that a similar maintenance agreement was never finalized for Phase B (from Route 9 to Route K). Initially MODOT requested that the City assume maintenance responsibilities for assets outside of the scope of the City's commitment (i.e. streetlights, portions of roadway). Following additional discussion, MODOT agreed to limit the scope of the City's maintenance for Phase B to the same as what was agreed to for Phase C. The revised agreement is included as Attachment 2.

BUDGET IMPACT:

There is no direct budget impact associated with this action. The City is already providing this level of maintenance in accordance with the commitments that were made during the funding and design stage for this portion of the project. Therefore, the execution of the agreement is a formality.

ALTERNATIVES:

1. Adopt an ordinance to authorize the Maintenance Agreement with the Missouri Highways and Transportation Commission (MODOT) for Route 45 – Phase B.
2. Do not approve the Agreement.
3. Direct City Administration to negotiate changes to the Agreement to satisfy the desires of the Board of Aldermen.
4. Table the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen adopt an ordinance to authorize a Maintenance Agreement with the Missouri Highways and Transportation Commission (MODOT) for Route 45 – Phase B. On October 20, 2015, the Board of Aldermen approved Bill No. 2852 on first reading.

---

POLICY:

MODOT requires that the agreement be approved by ordinance.

SUGGESTED MOTION:

I move to approve Bill No. 2852, an ordinance authorizing a maintenance agreement with the Missouri Highways and Transportation Commission of the Department of Transportation for the widening of Route 45 – Phase B in Platte County, on second reading to become Ordinance No. \_\_\_\_\_.

ATTACHMENTS:

1. Ordinance
  2. Maintenance Agreement
-

**AN ORDINANCE AUTHORIZING A MAINTENANCE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION OF THE DEPARTMENT OF TRANSPORTATION (MODOT) FOR THE WIDENING OF ROUTE 45 – PHASE B IN PLATTE COUNTY, MISSOURI.**

WHEREAS, the City of Parkville, Missouri cooperated with Platte County and the Missouri Department of Transportation to improve Route 45 by widening the roadway from two to four lanes, adding turn lanes, curb and gutter, retaining walls, and a sidewalk to the south side of the roadway; and

WHEREAS, as part of the project funding and design process the City agreed to maintain various improvements within the corporate city limits.

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

Section 1. The Mayor is hereby authorized and directed to sign a Maintenance Agreement, attached hereto and incorporated herein by reference, with the Missouri Highways and Transportation Commission (MODOT). The purpose of said Agreement is to set out mutual covenants for the maintenance of the improvements associated with the widening of Route 45 from Route 9 to Route K (Phase B).

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

PASSED and APPROVED this 2<sup>nd</sup> day of November 2015.

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

ATTESTED:

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

CCO Form: DE08  
Approved: 7/97(DPP)  
Revised: 12/12 (AR)  
Modified:

Route 45, Platte County  
Job Number 4U1108B

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Parkville, Missouri, acting by and through its Board of Aldermen (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission, in conjunction with Job Number 4U1108B, improved Route 45 by widening the roadway from two to four lanes, adding turn lanes, curb and gutter, retaining walls and a sidewalk to south side of the roadway.

WHEREAS, the purpose of this Agreement is to provide for the City's assuming maintenance of specific improvements made to this portion of roadway under 4U1108B within the city corporate limits, herein referred to as "City Limits". The general location of this roadway is shown on an attachment to this Agreement (marked "Exhibit A" and incorporated by reference).

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises in this Agreement, the parties agree as follows:

(1) MAINTENANCE: Except as provided in this Agreement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way.

(A) Maintenance by the Commission shall not in any case include water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way, the removal of snow other than the machine or chemical removal from the traveled portion of the highway, and decorative or non-standard fencing.

B) The City, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement, within the "City Limits" in fully operational, safe, ADA compliant and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the City, except as may result from work or maintenance by the Commission. Maintenance by the City will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice, in accordance with City codes, regulations and policy as may be applicable. All sidewalks constructed pursuant to this Agreement shall be maintained in

a condition safe for the general public at all times and in compliance with ADA standards.

(C) The City, at its sole cost and expense, is responsible for the maintenance of vegetation, including all grassy areas and any landscaping items, located in the median islands, curb islands, and the locations between the curb and the sidewalk on Route 45 "City Limits". Maintenance of the vegetation is not limited to mowing, trimming, and/or weed control. Any additional maintenance desired by the City will become the responsibility of the City, at its sole cost and expense.

IN WITNESS WHEREOF, the parties have entered into this Agreement, effective immediately on the last date written below.

Executed by the City the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Executed by the Commission the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF PARKVILLE

\_\_\_\_\_  
Title \_\_\_\_\_

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

Attest:  
  
\_\_\_\_\_  
Secretary to the Commission

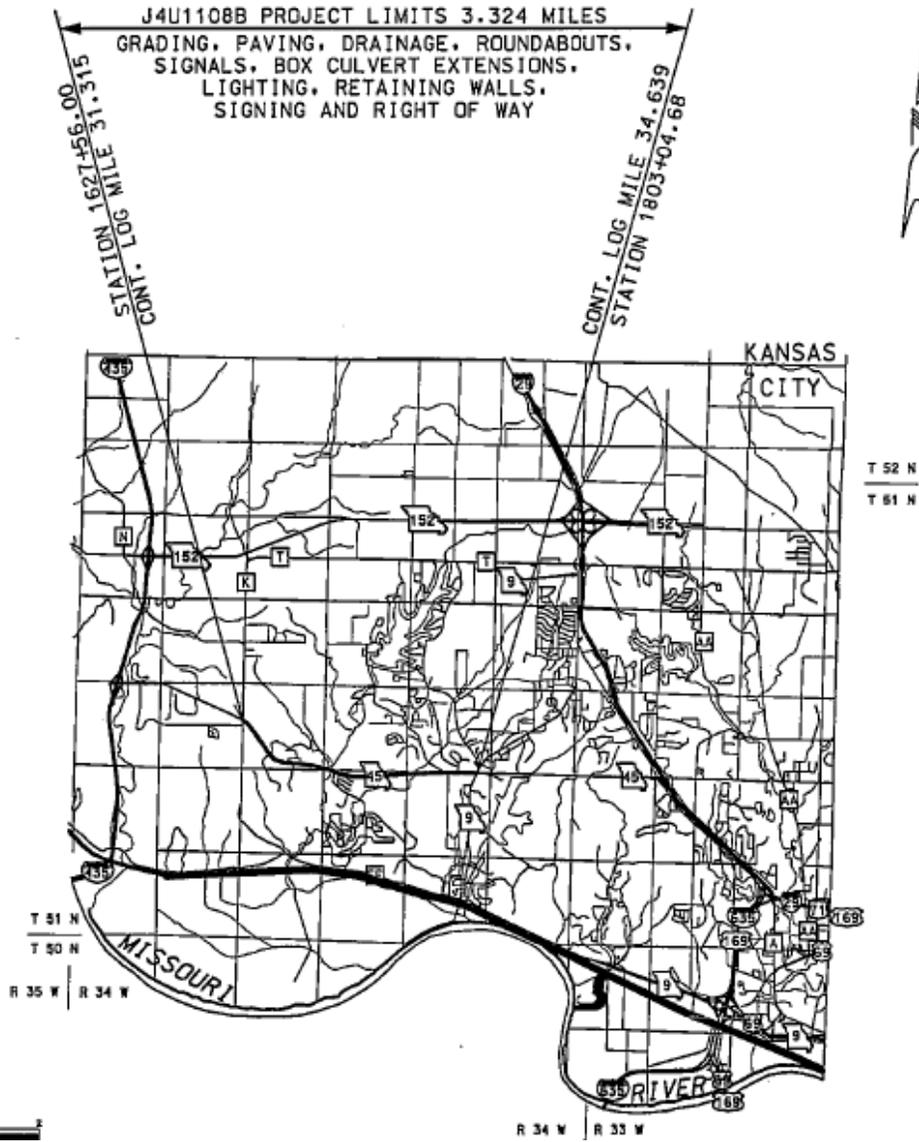
Attest:  
  
\_\_\_\_\_  
Melissa McChesney, City Clerk

Approved as to Form:  
  
\_\_\_\_\_  
Commission Counsel

Approved as to Form:  
  
\_\_\_\_\_  
Stephen P. Chinn, City Attorney

Approved by Ordinance No. \_\_\_\_\_

EXHIBIT A  
PROJECT LOCATION



## **CITY OF PARKVILLE**

### **Policy Report**

DATE: Monday, October 12, 2015

PREPARED BY:  
Tim Blakeslee  
Assistant to the City Administrator

REVIEWED BY:  
Lauren Palmer  
City Administrator

ISSUE:

Approve the second reading of an ordinance to authorize a ballot question to continue collection of the out-of-state vehicle administration sales tax.

BACKGROUND:

In January of 2012, the Supreme Court of Missouri delivered an opinion in *Street vs. Director of Revenue* (Street Decision) in which it determined that the purchase of out-of-state vehicles were not subject to local sales tax because such taxes may only be imposed to the same extent as the state sales tax, which only applies to in-state purchases. Instead, the Street Decision deemed that these out-of-state vehicle purchases must be collected under a local use tax. In 2012 and 2013, any community without a local use tax already in place had to hold a popular vote to approve the continued collection of the out-of state vehicle administration sales tax through a local use tax. Parkville attempted to pass a local use tax in April 2013, but it was defeated by ten votes (387-377) following a very limited public information campaign.

The issue became more complicated in 2014 with the passage of SB 23, SB 99 and HB 184. These bills split the out-of state vehicle administration sales tax and the local use tax into two distinct and separate measures. In order to continue to collect the sales tax after December 31, 2016, language in all three bills requires a measure be placed on the ballot sometime between November 2014 and November 2016 asking voters if the local out-of-state vehicle administration sales tax should be continued. However, municipalities with a use tax, at the time of passage of these bills, do not have to place the out-of-state vehicle administration sales tax question on the ballot. A final requirement within HB184 creates a referendum action to repeal the out-of-state vehicle administration sales tax at any time. Language repealing the tax must be put to a vote of the people any time, if 15% of the registered voters in a taxing jurisdiction sign a petition requesting it.

Unless approved by a popular vote by November 2016, the estimated budget impact of discontinuing collection of the of the out-of-state vehicle administration sales tax is a \$90,000 to \$112,500 (two-thirds General Fund, one-third Transportation Fund) yearly revenue reduction beginning January 1, 2017. This is based on an estimation that half of all new motor vehicles are purchased in Missouri and half are purchased in Kansas. There is no way to determine the exact percentage of vehicle purchases in Kansas vs. Missouri from the current distribution of the vehicle administration sales tax received by the City.

The language of the ballot question has been set by State statute and can be found in Attachment 1. Any deviations from the statutory language in the ballot question may put the validity of the tax at risk. The result of this statutory requirement is a NO vote to continue the collection of the tax. Staff recommends that this issue be placed on the April 2016 ballot. Twelve other Missouri communities have already successfully passed the out-of-state vehicle administration sales tax "fix." In the local area, Platte City officials have discussed alternative dates for placing the item on various election ballots including April, August, and November of 2016. A final decision by Platte City officials is anticipated in January. Parkville must notify

---

Platte County on or before January 26, 2016, if it intends to add an item to the April ballot. If the ballot measure is approved by the Board of Aldermen before the end of the year, staff will have adequate time to prepare a public education campaign to inform voters about the purpose of the tax and the implications of the election. Based on direction from the Finance Committee, staff will consult with the communities that already held elections to gather input about a public education campaign.

At the Finance Committee on October 12, 2015, there was some discussion that the out-of-state vehicle administration sales tax is collected regardless of Parkville's involvement and, if it is allowed to expire, Parkville's portion would be allocated to the State. Staff made a mistake and misinterpreted these comments. While it is true that the state and other local jurisdictions will continue to collect the tax regardless of Parkville's involvement, the local portion collected by the state and remitted to Parkville would cease to be collected altogether. A vehicle purchased by a Parkville resident is currently subject to 7.1% sales tax (4.225% state tax, 1.5% city sales taxes, 1.375% other local taxes). If the out-of-state vehicle administration sales tax expires, a resident would be subject to a 5.6% sales tax (4.225% state tax, 1.375% other local taxes) on a vehicle purchase.

**BUDGET IMPACT:**

The estimated budget impact of discontinuing collection of the out-of-state vehicle administration sales tax is a \$90,000 to \$112,500 (\$60,000 to \$75,000 General Fund, \$30,000 to \$37,500 Transportation Fund) yearly revenue reduction beginning January 1, 2017. This is based on an assumption that half of all vehicles are purchased in Kansas. Staff is unable to determine how many vehicles are purchased in Kansas vs. Missouri.

**ALTERNATIVES:**

1. Approve second reading of an ordinance to add a ballot question to the April 2016 general municipal election to continue collection of the out-of state vehicle administration sales tax.
2. Take no action and let the out-of-state vehicle administration sales tax expire December 31, 2016.
3. Provide alternative direction to staff.
4. Postpone the item.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen approve an ordinance to add a ballot question to the April 2016 general municipal election to continue collection of the out-of state vehicle administration sales tax.

**FINANCE COMMITTEE RECOMMENDATION:**

At the meeting on October 12, 2015, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen adopt an ordinance to add a ballot question to the April 2016 general municipal election to continue collection of the out-of state vehicle administration sales tax.

In a related matter, the Finance Committee discussed the adoption of a local use tax but did not recommend moving forward with a proposal to the Board of Aldermen at this time.

**PRIOR BOARD ACTION:**

On October 20, 2015, the Board of Aldermen unanimously approved Bill No. 2853 on first reading.

---

POLICY:

RSMo 32.087 requires that the City of Parkville put the collection of the out-of state vehicle administration sales tax to a popular vote by November 2016 or the out-of state vehicle administration sales tax will be discontinued.

SUGGESTED MOTION:

I move to approve Bill No. 2853, an ordinance authorizing a ballot question on the April 2016 general municipal election to continue the collection of the out-of state vehicle administration sales tax, on second reading to become Ordinance No. \_\_\_\_\_.

ATTACHMENT:

1. Proposed ordinance
-

**AN ORDINANCE CALLING FOR AN ELECTION ON APRIL 5, 2016, TO DISCONTINUE APPLICATION AND COLLECTION OF THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER**

WHEREAS, the City has not previously approved and imposed a local use tax under Section 144.757 RSMo; and

WHEREAS, the City is required under the provisions of Section 32.087 RSMo to submit to the qualified voters of the City the question of repealing the application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer; and

WHEREAS, the City is required to submit the question to its voters no later than the general election in November 2016;

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

Section 1. Pursuant to the provisions of Sections 32.087 RSMo, the Board of Aldermen has determined that it would be appropriate to submit to the voters the determination of the issue of whether to repeal application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that are subject to state sales tax under Section 144.020 RSMo and purchased from a source other than a licensed Missouri dealer.

Section 2. This proposition shall be submitted to the qualified voters of Parkville, Missouri, for their approval, as required by the provisions of Section 32.087 RSMo, at the election hereby called and to be held in the City on Tuesday, the 5th day of April, 2015. The ballot of submission shall contain substantially the following language:

Shall the City of Parkville discontinue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer?

Approval of this measure will result in a reduction of local revenue to provide for vital services for Parkville and it will place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers.

YES

NO

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

Section 3. If the ballot question set forth in Section (2) of this ordinance receives a majority of the votes cast in favor of the proposal, the local sales tax shall cease to apply to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer. The effective date of the cessation shall be the first day of the second calendar quarter after the election. If a majority of the votes cast are opposed to the

ballot question then the local sales tax shall continue to apply to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer.

Section 4. Within ten (10) days after the approval or disapproval of the proposition by the qualified voters of Parkville, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

Section 5. This ordinance is effective upon its passage and approval.

PASSED and APPROVED this 3<sup>rd</sup> day of November 2015.

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

ATTESTED:

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

## **CITY OF PARKVILLE**

### **Policy Report**

DATE: Wednesday, October 28, 2015

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

REVIEWED BY:  
Lauren Palmer  
City Administrator

ISSUE:

Approve the second reading of an ordinance to approve the Final Plat, Cider Mill Ridge, 6th Plat, on 12.36 acres including 20 single-family lots and one open space tract. Case PZ15-31, FiveStar Lifestyles, applicant on behalf of RP Golf, LLC, owners.

BACKGROUND:

The applicant proposes the Final Plat, Cider Mill Ridge – Sixth Plat, including 20 single-family lots and one open space tract on 12.36 acres, more or less. The property is located in the southern half of the National Golf Club of Kansas City, west of the intersection of National Drive and Promenade Drive. The property is bound by Cider Mill Farm First Plat to the north, Cider Mill Ridge Fifth Plat to the east and Cider Mill Farm Second Plat and Cider Mill Ridge Third Plat to the south. The final plat would extend the Promenade Drive stub which was constructed with the Cider Mill Ridge Fifth Plat.

On September 8, 2015, the Planning and Zoning Commission unanimously approved the preliminary plat for Cider Mill Ridge 6<sup>th</sup> Plat subject to conditions. The final plat has been reviewed against the approved preliminary plat. Since approval of the preliminary plat, Lots 1 through 5 have been adjusted to increase the acreage for Lot 1, reducing the acreage for the other lots. The changes are minor, all lots still meet the minimum zoning requirements, and the final plat substantially conforms to the approved preliminary plat. In addition to these changes, approval of the electrical, gas and water is outstanding. These utilities often follow approval of the plat. However, to ensure there are no conflicts with City sewer and storm sewer utilities, staff is recommending the plat not be recorded until these utilities are approved. As a result of final approval, there may be minor revisions to the utility easements. Staff recommends authorizing the Public Works Director to approve minor changes prior to recording the plat, with the understanding that any major changes would require approval of a revised plat by the Board of Aldermen.

Following review staff concludes that: all required plan details have been submitted; the proposed lots meet the applicable standards and requirements of the R-2 zoning; adequate utilities and services can be provided subject to final approval of improvement plans and easements; applicable public improvement standards can be met; the proposed development is consistent with the previously approved National CUP and projections of the Parkville Master Plan; and the final plat is substantially consistent with the approved preliminary plat.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission considered the application at their Monday, October 19, 2015 special meeting and unanimously recommended approval subject to staff recommended conditions by a vote of 6 to 0.

**STAFF RECOMMENDATION:**

Staff recommends approval, subject to the following conditions which are specified in the ordinance:

1. Final approval of utility improvements plans and associated easements from each of the subject utility providers;
2. Final approval of grading and erosion control plans Public Works Department prior to issuance of a grading permit;
3. Final approval of detailed street and storm sewer improvement plans and engineering calculations by the Public Works Department prior to issuance of a public improvement permit; and
4. The above conditions being met prior to recording the final plat.

Staff also recommends the Board authorize the Public Works Director to approve any revisions to easements necessary to accommodate the electrical, gas and water utilities, and to approve and accept the associated drainage easements, agreements, improvements and bonds, as specified in the ordinance.

**BUDGET IMPACT:**

With the exception of application and permit fees collected and costs for inspections, there is no immediate budget impact. Long-term impacts would be realized from property taxes collected.

**ALTERNATIVES:**

1. Approve the final plat subject to conditions, as recommended.
2. Approve the plat subject to other stated conditions.
3. Postpone consideration.

**PRIOR BOARD ACTION:**

On October 20, 2015, the Board of Aldermen unanimously approved Bill No. 2854 on first reading.

**POLICY:**

Per Parkville Municipal Code Section 505.030, all plats must be approved by the Board of Aldermen prior to recording. The Board of Aldermen must approve two readings of the ordinance to become effective. Rule 5, *Agendas*, of the Board's adopted Rules of Order, states "*The first reading of an ordinance will be read on the action agenda and the second and final reading will be read the next subsequent meeting on the consent agenda, unless the item is a time-sensitive matter in which it may be approved during the same meeting.*"

**SUGGESTED MOTION:**

I move to approve Bill No. 2854, an ordinance approving the Final Plat, Cider Mill Ridge, 6th Plat, on second reading to become Ordinance No. \_\_\_\_.

**ATTACHMENTS:**

1. Ordinance for approval of the Final Plat, Cider Mill Ridge – 6th Plat, including the Final Plat, Cider Mill Ridge – 6th Plat as Exhibit A

**PUBLIC COMMENTS:**

Although there was no public hearing, the meeting was open to the public. With the exception of the applicant no one from the public spoke in favor or against the application.

ADDITIONAL EXHIBITS BY REFERENCE:\*

1. Staff report to the Planning and Zoning Commission
2. Minutes of the October 19, 2015 Planning and Zoning Commission meeting
3. "R-2" Single-Family Residential District Regulations - <http://ecode360.com/27901225>
4. Parkville zoning code in its entirety - <http://www.ecode360.com/PA3395-DIV-05>
5. Parkville Subdivision Regulations - <http://ecode360.com/27903031>
6. Parkville Master Plan - <http://parkvillemo.gov/departments/community-development-department/master-plan/>

\* Hard copies of referenced materials may be provided on request.

**AN ORDINANCE APPROVING THE FINAL PLAT OF CIDER MILL RIDGE, 6<sup>TH</sup> PLAT, A SUBDIVISION IN PARKVILLE, PLATTE COUNTY, MISSOURI**

WHEREAS, on behalf of property owner RP Golf, LLC, FiveStar Lifestyles, LLC applied to subdivide 12.36 acres, more or less, as the Final Plat, Cider Mill Ridge – 6<sup>th</sup> Plat, attached hereto and incorporated herein by reference as exhibit A; and

WHEREAS, on September 8, 2015, the Preliminary Plat, Cider Mill Ridge -6<sup>th</sup> Plat was unanimously approved by the Planning and Zoning Commission by a vote of 8 to 0; and

WHEREAS, on October 19, 2015, the Parkville Planning & Zoning Commission: considered the plat; concluded that all required plan details have been submitted, the proposed lots meet the applicable zoning standards and requirements of the R-2 zoning, adequate utilities and services can be provided subject to final approval of improvement plans and easements, applicable public improvement standards can be met, the proposed development is consistent with the previously approved National CUP and projections of the Parkville Master Plan, and the final plat is substantially consistent with the approved preliminary plat; and approved the plat subject to conditions contained herein by a vote of 6 to 0; and

WHEREAS, the Board of Aldermen considered the Commission’s action and hereby concurs with their conclusions and action.

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

SECTION 1. The Final Plat, Cider Mill Ridge - 6<sup>th</sup> Plat, as described in the application and depicted in the plat attached hereto and incorporated herein by reference as Exhibit A, is hereby approved subject to: final approval of utility improvements plans and associated easements from each of the subject utility providers; final approval of grading and erosion control plans by the Public Works Department prior to issuance of a grading permit; final approval of detailed street and storm sewer improvement plans and engineering calculations by the Public Works Department prior to issuance of a public improvement permit; and the above conditions being met prior to recording the final plat.

SECTION 2. The Governing Body hereby authorizes the Public Works Director to approve the public improvements, and accept associated bonds subject to satisfactory completion of any and all associated inspections and determination that those improvements are completed in accordance with all approved plans and applicable City standards and regulations.

SECTION 3. The City hereby accepts and agrees to maintain City improvements in easements and rights-of-way, which are designated on the plat, upon approval by the Public Works Director.

SECTION 4. Following completion of the conditions above, the City Clerk is hereby directed to have the plat recorded in the office of the Platte County Recorder of Deeds following execution.

SECTION 5. This ordinance shall be effective following completion of the conditions above.

PASSED and APPROVED this 2<sup>nd</sup> day of November 2015.

---

Mayor Nanette K. Johnston

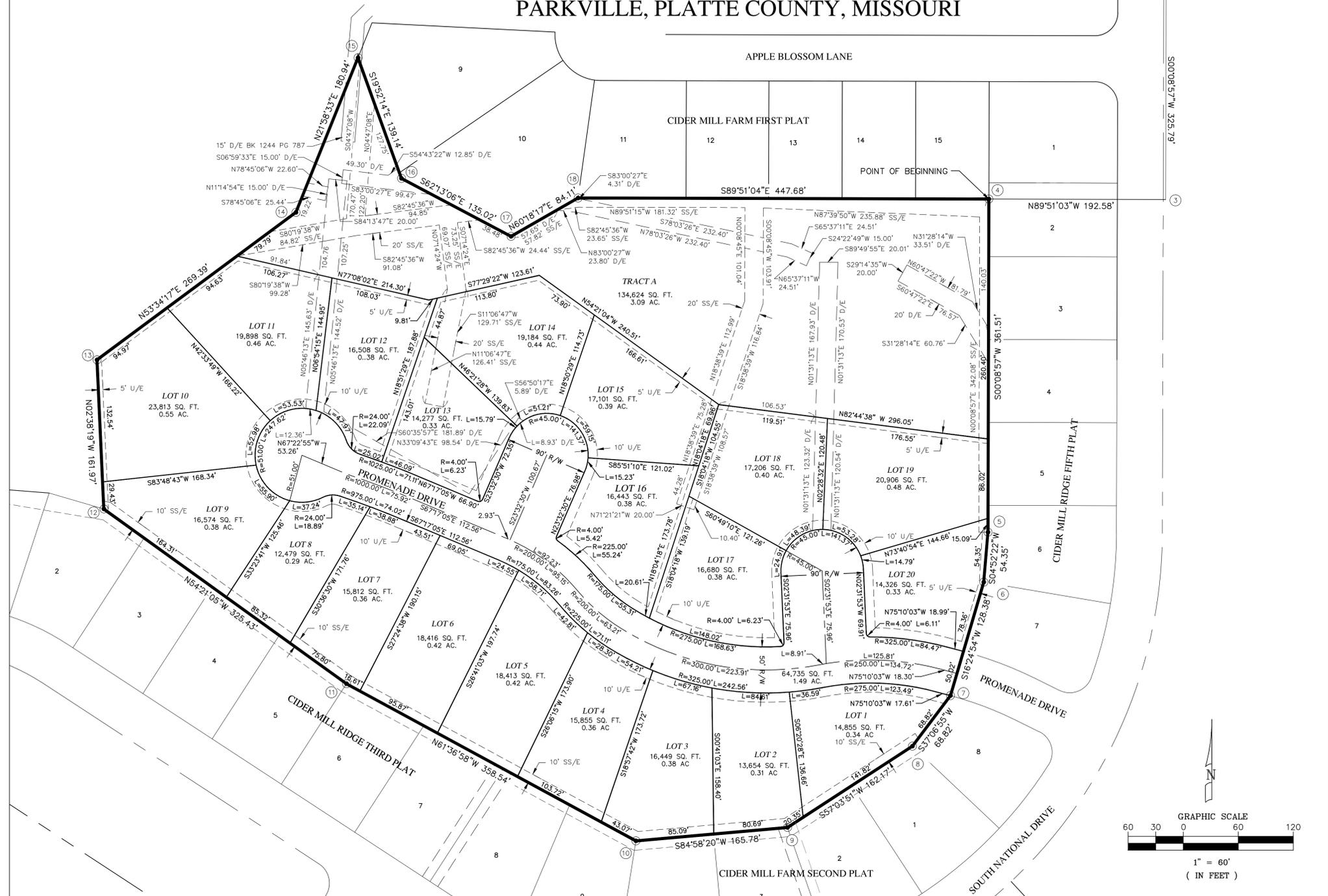
ATTESTED:

---

City Clerk Melissa McChesney

# FINAL PLAT CIDER MILL RIDGE - SIXTH PLAT

## PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 34 WEST PARKVILLE, PLATTE COUNTY, MISSOURI



**LAND DESCRIPTION**  
All that part of the Southwest Quarter of Section 26, Township 51 North, Range 34 West, in the City of Parkville, Platte County, Missouri, more particularly described as follows: commencing at the northeast corner of the Southwest Quarter of said Section 26, thence North 89 degrees 28 minutes 25 seconds West, with the north line of the Southwest Quarter of said Section 26, a distance of 1306.14 feet to the northeast corner of the Southwest Quarter of said Section 26, thence South 00 degrees 08 minutes 57 seconds West, with the east line of the Northwest Quarter of the Southwest Quarter of said Section 26, a distance of 325.79 feet; thence North 89 degrees 51 minutes 03 seconds West, with the north line of Lot 2, Cider Mill Ridge - Fifth Plat, a subdivision in the City of Parkville, Platte County, Missouri, and its easterly prolongation, a distance of 192.58 feet to the northwest corner of said Lot 2, said point being the point of beginning; thence South 00 degrees 08 minutes 57 seconds West, with the west line of Lots 2, 3, 4, 5, and 6 of Cider Mill Ridge - Fifth Plat, a subdivision in the City of Parkville, Platte County, Missouri, a distance of 361.51 feet to an angle point in the west line of said Lot 6; thence South 04 degrees 52 minutes 22 seconds West, continuing with the west line of said Lot 6, a distance of 54.35 feet to the northwest corner of Lot 7, Cider Mill Ridge - Fifth Plat; thence South 16 degrees 24 minutes 54 seconds West, with the west line of said Lot 7, and its southwesterly prolongation, a distance of 128.38 feet to the northwest corner of Lot 8, Cider Mill Ridge - Fifth Plat; thence South 37 degrees 06 minutes 55 seconds West, with the west line of said Lot 8, a distance of 66.82 feet to the northwesterly corner of Lot 1, Cider Mill Farm - Second Plat, a subdivision in the City of Parkville, Platte County, Missouri; thence South 57 degrees 03 minutes 51 seconds West with the north line of Lots 1 and 2, Cider Mill Farm - Second Plat, a distance of 162.17 feet to the northeast corner of Lot 3, Cider Mill Farm Second Plat; thence South 84 degrees 58 minutes 20 seconds West with the north line of Lots 3 and 4, Cider Mill Farm - Second Plat, a distance of 165.78 feet to the northeast corner of Lot 9, Cider Mill Ridge - Third Plat, a subdivision in the City of Parkville, Platte County, Missouri; thence North 61 degrees 36 minutes 58 seconds West, with the northerly line of Lots 9, 8, 7, and 6 of Cider Mill Ridge - Third Plat, a distance of 358.54 feet to the northwesterly corner of said Lot 6; thence North 54 degrees 21 minutes 05 seconds West, with the northerly line of Lots 5, 4, 3, and 2 of Cider Mill Ridge - Third Plat, a distance of 325.43 feet; thence North 02 degrees 38 minutes 19 seconds West, and no longer with the northerly line of Cider Mill Ridge - Third Plat, a distance of 161.97 feet; thence North 53 degrees 34 minutes 17 seconds East, a distance of 269.39 feet; thence North 21 degrees 58 minutes 33 seconds East, a distance of 180.94 feet to a point on the westerly line of Lot 9, Cider Mill Farm - First Plat, a subdivision in the City of Parkville, Platte County, Missouri; thence South 19 degrees 52 minutes 14 seconds East, with the westerly line of said Lots 9 and 10, Cider Mill Farm - First Plat, a distance of 139.14 feet to an angle point in the southerly line of said Lot 10; thence South 62 degrees 13 minutes 06 seconds East, with the southerly line of said Lot 10, a distance of 135.02 feet to an angle point in the southerly line of said Lot 10; thence North 60 degrees 18 minutes 17 seconds East, with the southerly line of said Lot 10, a distance of 84.11 feet to the southwest corner of Lot 11, Cider Mill Farm - First Plat; thence North 89 degrees 51 minutes 04 seconds East, with the south line of Lots 11, 12, 13, 14, and 15 of Cider Mill Farm - First Plat, a distance of 447.68 feet to the point of beginning. The above described tract contains 538,210 square feet, or 12.36 acres.

**DEDICATION**  
The undersigned proprietors of the property herein described have caused the same to be subdivided in the manner as shown on this plat and said property shall hereafter be known as "CIDER MILL RIDGE - SIXTH PLAT".

**EASEMENTS**  
An easement or license is hereby granted to the City of Parkville, Missouri to locate, construct and maintain or authorize the location, construction and maintenance of poles, wires, conduits, or structures for gas, sanitary sewers, storm sewers, electricity, telephone, cable TV, wires, sidewalks, surface drainage, or any and all of them over, under, along, and through the strips marked "U/E" or "Utility Easement", and "SS/E" or "Sanitary Sewer", and "D/E" or "Drainage Easement".

**STREETS**  
The streets and right-of-way shown on this plat and not heretofore dedicated to public use are hereby so dedicated.

**COVENANTS AND RESTRICTIONS**  
The Covenants and Restrictions last recorded in Book 1233 at page 735 recorded as Twenty Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for the National Parkville, Missouri, are amended to include this plat of CIDER MILL RIDGE - SIXTH PLAT and may be amended from time to time as prescribed in that Covenant and Restrictions.

**PUBLIC IMPROVEMENTS**  
All public improvements including streets, sidewalks, curb & gutter and other required improvements shall meet the city's minimum standards.

**OPEN SPACE**  
Tract A is reserved as private open space to be reserved and maintained by RP Golf, LLC or its assigns for use and enjoyment deemed appropriate. Private open space and/or cash in lieu of public open space has previously been accepted as part of the approved community unit plan the National Golf Club of Kansas City.

**FLOODPLAIN**  
Per FIRM Panel 379, effective April 2, 2015, for Platte County, Missouri (Map Number 29165C0379D) no portion of the property is located within the delineated floodplain / flood hazard areas.

**BUILDING LINES / SETBACKS**  
Except as otherwise shown on the accompanying preliminary plat front, side and rear building lines shall be as follows: Front and Street building lines - 25 feet; interior side building lines - 10 feet; and interior rear building lines - 30 feet. No building shall be or portion thereof shall be built between these lines and the corresponding street right-of-way line, side lot line and rear lot line.

**PARKLAND**  
Private open space and cash in lieu of public open space has previously been accepted as part of the approved community unit plan for the National Golf Club of Kansas City.

**PHASING**  
The Cider Mill Ridge Sixth Plat is to be developed as a single phase.

**ZONING AND LAND USE**  
The property is zoned R-2 CUP and is part of the Community Unit Plan for the national Golf Club of Kansas City. Lots are to be used for detached single-family homes.

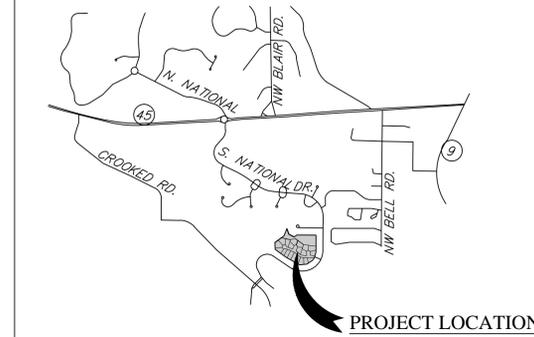
Bearings shown hereon are based on the recorded plat of CIDER MILL RIDGE - FIFTH PLAT. Coordinates shown are based on the Missouri State Plane Coordinate System, West Zone, NAD 83, in grid meters, and tied to the MDDOT Virtual Reference Network.

STATION	BEARING	MISSOURI STATE PLANE COORDINATE TRAVEL DISTANCE	NORTHING	EASTING	COMMENCING POINT
1	N89°28'25"W	398.076	337043.871	833743.738	COMMENCING POINT
2	S00°08'57"W	99.292	337047.528	833345.679	
3	N89°51'03"W	58.693	336948.237	833345.420	
4	S00°08'57"W	110.178	336948.390	833286.727	POINT OF BEGINNING
5	S04°52'22"W	16.564	336821.213	833286.441	
6	S16°24'54"W	39.127	336821.708	833285.034	
7	S37°06'55"W	20.974	336784.176	833273.977	
8	S57°03'51"W	49.425	336767.451	833261.230	
9	S84°58'20"W	50.525	336740.578	833219.839	
10	N61°36'58"W	109.273	336736.151	833169.508	
11	N54°21'05"W	99.128	336845.901	832992.775	
12	N02°38'19"W	49.364	336895.214	832990.503	
13	N53°34'17"E	82.100	336943.968	833056.562	
14	N21°58'33"E	55.146	336995.107	833077.199	
15	S19°52'14"E	42.406	336955.226	833091.612	
16	S62°13'06"E	41.150	336936.045	833128.019	
17	N60°18'17"E	25.634	336948.744	833150.287	
18	S89°51'04"E	136.441	336948.390	833286.727	

All bearings and coordinates shown are based on the Missouri State plane Grid System, NAD 83, West Zone, using a combined grid factor of 0.9999082. All distances are grid distances, and all distances and coordinates are in meters.

City of Parkville:  
This is to certify that this final plat of CIDER MILL RIDGE - SIXTH PLAT was submitted to, considered and approved by the Parkville Board of Aldermen  
This day of \_\_\_\_\_, 2015, via Ordinance No. \_\_\_\_\_

This plat was prepared on May 14, 2015  
Revised September 2, 2015  
Revised October 9, 2015



I hereby certify that this plat of CIDER MILL RIDGE - SIXTH PLAT is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Missouri Minimum Standards for Property Boundary Surveys as established by the Missouri Board for Architects, Professional Engineers, Professional Surveyors and Landscape Architects and the Missouri Department of Agriculture. I further certify that I have complied with all statutes, ordinances, and regulations governing the practice of surveying and plotting of subdivisions to the best of my professional knowledge and belief.

Samuel J. DePriest, PLS 2013000041

In witness whereof:  
RP Golf, LLC, a Missouri limited liability company licensed to do business in the State of Missouri, has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015

RP Golf, LLC, a Missouri Limited Liability Company

By \_\_\_\_\_, Co-Manager

STATE OF \_\_\_\_\_, ss.

COUNTY OF \_\_\_\_\_

BE IT REMEMBERED that on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a notary public in and for the County and State aforesaid, came Dale Brouk, to me personally known, who being by me duly sworn did say that he is Co-Manager of RP Golf, LLC, a Missouri Limited Liability Company, and that said instrument was signed on behalf of said corporation and that Dale Brouk acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My Commission expires \_\_\_\_\_

Notary Public

Nanette K. Johnston, Mayor

Melissa McChesney, City Clerk



Missouri Corporate License No. LS-302

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Thursday, October 29, 2015

Prepared By:  
Melissa McChesney  
City Clerk

Reviewed By:  
Tim Blakeslee  
Assistant to the City Administrator

ISSUE:

Approve a tasting permit liquor license for WBJ Distributing, Inc. located at 170 English Landing Drive, Suite 141.

BACKGROUND:

Per Parkville Municipal Code Chapter 600, all liquor license applications must be approved by the Board of Aldermen. On October 8, the Board approved a retailer of intoxicating liquor in the original package liquor license for WBJ Distributing, Inc. at 170 English Landing Drive, Suite 141. The Missouri Division of Alcohol and Tobacco Control notified the City Clerk that an application was submitted by WBJ Distributing, Inc. for a tasting permit liquor license, but the City did not approve this liquor license type on October 8. A state tasting permit requires a letter from the City noting its approval of the tasting permit before it can issue a tasting permit.

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

BUDGET IMPACT:

The fee for this type of liquor license is \$37.50 which will be due annually and will be coded as revenue in the General Fund.

ALTERNATIVES:

1. Approve the tasting permit for WBJ Distributing, Inc.
2. Deny the tasting permit liquor license.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approving a tasting permit liquor license for WBJ Distributing, Inc. located at 170 English Landing Drive, Suite 141.

POLICY:

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

SUGGESTED MOTION:

I move to approve the tasting permit liquor license for WBJ Distributing, Inc. located at 170 English Landing Drive, Suite 141.

ATTACHMENT:

1. Application



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

APPLICATION TO SELL LIQUOR IN PARKVILLE, MISSOURI
(Parkville Municipal Code Chapter 600)

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

Date of Application: 10/29/15

SECTION 1.

1. Name of Business: WBJ Distributing, Inc.

2. Type of Business: Retail

3. Street Address Where Liquor is to be sold: 170 English LANDING Drive Suite 141-A

4. Is this location within 300 feet of a church or school?: Yes No X
See Parkville Municipal Code Section 600.310 Notice and Consent. No license shall be granted per the code.

5. Mailing Address: 170 English LANDING Drive Suite 141-A Parkville, MO 64152

6. Phone No. of Business: 816-505-9463 Temp. Fax No. of Business: N/A

7. Name of Managing Officer (principal applicant): Jennifer A. Stanton

8. Name(s) of any partner(s) in this business (attach separate sheet if necessary): NONE

9. Name(s) and residence address(es) of any other person(s) having financial interest in this business or partnership (attach separate sheet if necessary): NONE

10. If corporation, give name of corporation, date of incorporation, state in which incorporated, and names and addresses of all stockholders who hold ten percent (10%) or more of the capital stock (attach separate sheet if necessary): WBJ Distributing, Inc., MARCH 3, 1997, KANSAS Jennifer STANTON 100% Shareholder

11. Name(s) and residence address(es) of any other person(s) having financial interest in the building to be used for liquor sales: NONE

**SECTION 3. LICENSE FOR WHICH APPLICATION IS BEING MADE**

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

1. **Microbrewer: \$375**  
*Based on annual production of at least 500 barrels, at a fee of \$7.50 per hundred barrels. If, at the end of the license year, the microbrewery has produced less than 500 barrels, the City shall refund \$7.50 for every hundred barrels under that number. A fraction of one hundred barrels produced shall be counted as one hundred barrels. It allows production of beer and malt liquor of no more than 10,000 barrels per year in Zones I-1, I-2 or I-3 only. Holder of this license must also have a resort liquor license (RSMo 311.195)*
2. **Retailer of malt liquor in the original package: \$75**  
*Allows sale of malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores with stock having at-cost value of at least \$1,000. (RSMo 311.200) Limit of one per every 2,000 residents.*
3. **Retailer of malt liquor by the drink: \$52.50**  
*Allows sale of malt liquor/ light wine by drink for consumption on premises, sale of malt liquor/ light wine in original package for consumption off premises. (RSMo 311.200)*
4. **Retailer of intoxicating liquor in original package: \$150**                      **Sunday Sales: additional \$300**  
*Allows sale of intoxicating liquor, malt liquor in original package for consumption off premises. LIMITED to drug stores, cigar/ tobacco stores, confectioneries, delicatessens, grocery or general merchandise stores having at-cost value of at least \$1,000. (RSMo 311.200, 311.293). Limit two per every 1,000 residents.*
5. **Resort license (RSMo 311.095): \$450**                      **Sunday Sales: additional \$300**  
*Allows sale of intoxicating liquor by drink for consumption on premises of a "resort," sale of intoxicating liquor in original package for consumption off premises, sale of malt liquor by drink for consumption on premises, sale of malt liquor in original package for consumption off premises.*
  - 5a. **Temporary resort license: \$93.75 for 3 months/ Sunday sales: additional \$75 for 3 months**  
*Allows 3-month resort license, based on projection of sales. For all new restaurants.*
6. **Malt liquor/ light wine sale-by-drink permit (no more than 7 days): \$37.50**  
*Allows sale of light wine and malt liquor for consumption off premises where sold between 10:00 a.m. and midnight (11:00 a.m. to midnight on Sundays) or requested date(s) of sale. LIMITED to church, school, civic, service, fraternal, veterans, political, or charitable club or organization for picnic, bazaar, fair, festival or similar gathering or event. (RSMo 311.482)*
7. **Boat or Vessel, Intoxicating liquor by drink for consumption: \$450**  
*Authorizes sale of intoxicating liquor by the drink at retail for consumption on the premises of any boat or other vessel licensed by the United States Coast Guard to carry one hundred (100) or more passengers for hire on navigable waters in or adjacent to this State, which has a regular place or mooring in Parkville, Missouri. NOTE: Does not include riverboat gambling boats. (RSMo 311.090)*
8. **Intoxicating liquor by drink for consumption on premises- including Sunday Sales: No fee**  
*Authorizes sale of liquor by drink at retail for consumption on premises. LIMITED to charitable, fraternal, religious, service or veterans' organization with 501(c) exemption. (RSMo 311.090)*
9. **Wholesaler: \$375 RSMo 311.180 (9)**
10. **Caterer: \$15 per day; requires separate caterer's permit.**
11. **Tasting Permit: \$37.50**  
*Authorizes any winery, distiller, manufacturer, wholesaler or brewer or designated employee to provide distilled spirits, wine, or malt beverage samples off a licensed premises provided no sales transactions take place or on any temporary licensed retail premises. (RSMo 311.294)*
12. **Retailer intoxicating liquor by the drink limited to distillers: \$375**  
*LIMITED to a distiller whose manufacturing establishment is located within the City and allows for the sale of intoxicating liquor by the drink at retail for consumption on the premises where sold provided the licensed premises is in close proximity to the distillery.*

**SECTION 4. AFFIDAVIT OF PRINCIPAL APPLICANT**

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

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

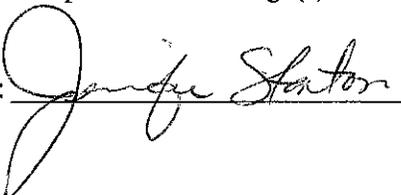
I am prepared to offer all statements, books, records and papers which the City Clerk determines to be necessary to describe the true ownership and management of the business or in the respects necessary to determine my qualifications for this liquor license.

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

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

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

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

SIGNATURE OF PRINCIPAL APPLICANT:  DATE: 10/29/15

**Attach:**

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

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

Date: October 28, 2015

Prepared By:  
Tim Blakeslee  
Assistant to the City Administrator

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approval of Accounts Payable Invoices, Insurance Payments, 1<sup>st</sup> of the Month Checks, Electronic Funds Transfer (EFT) Payments, Credit and Debit Card Processing Fees, and Payroll Expenditures from 10/14/2015 – 10/28/2015.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from October 14, 2015, through October 28, 2015. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$143,282.00
Insurance Payments	\$0.00
1 <sup>st</sup> of the Month	\$0.00
EFT Payments	\$136.50
Processing Fees	\$0.00
Payroll	\$51,257.16
<b>TOTAL</b>	<b>\$194,675.66</b>

ALTERNATIVES:

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

STAFF RECOMMENDATION:

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

SUGGESTED MOTION:

I move to appropriate \$194,675.66 of city funds to pay salaries and accounts.

ATTACHMENTS:

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

PACKET: 05344 Federal Withholdings -10/16/15  
 VENDOR SET: 01  
 BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00044	Park Bank							
	I-T1 201510164119	Federal Withholding	D	10/16/2015		7,674.16CR	000000	
	I-T3 201510164119	FICA W/H	D	10/16/2015		8,670.78CR	000000	
	I-T4 201510164119	Medicare W/H	D	10/16/2015		2,027.86CR	000000	18,372.80

\* \* 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	18,372.80	18,372.80
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	18,372.80	18,372.80

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 05348 Regular Payments 10/19/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00101	Petty Cash							
	I-Ghost Stories 15	Ghost Stories 2015 Change-AD	R	10/20/2015		660.00CR	034423	660.00

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	660.00	660.00
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
REGISTER TOTALS:		1	0.00	660.00	660.00

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05350 Regular Payments 10/21/15  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02177	Shortleaf Band							
	I-10/21/15	Ghost Stories Music-NS	R	10/21/2015		175.00CR	034424	175.00
02364	Kyle Craft							
	I-10/21/15	Sewer Refund-SW	R	10/21/2015		215.54CR	034425	215.54

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	390.54	390.54
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	390.54	390.54

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

PACKET: 05351 Direct Payables 10/21/15  
 VENDOR SET: 01 City Vendors  
 BANK: AP Pooled Cash Regular AP

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01390	I-October 2015	Riss Lake Homes Association Grinder Pump Oct-SW	R	10/21/2015		24,745.37	034426	24,745.37

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	24,745.37	24,745.37
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	24,745.37	24,745.37

PACKET: 05355 Regular Payments 10/28/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01614	KCPL							
	I-Due 11/2/15	Due 11/2/15	D	11/02/2015		2,246.54CR	000000	2,246.54
00274	Ricoh USA, Inc.							
	I-5038543204	Police Printing-PD	D	11/03/2015		98.96CR	000000	98.96
01614	KCPL							
	I-Due 10/6/15	Due 10/6/15	D	11/03/2015		1,815.92CR	000000	
	I-Due 11/3/15	Due 11/3/15	D	11/03/2015		7.49CR	000000	1,823.41
02140	Commerce Bank - Commercial Cards							
	I-Stmt 10/19/15	Stmt 10/19/15	D	11/03/2015		8,613.08CR	000000	8,613.08
00002	A & M Printing							
	I-31551	5k-10k Signage-PK	R	11/03/2015		9.55CR	034427	
	I-56774	5k-10k Signage-PK	R	11/03/2015		64.00CR	034427	73.55
02018	Ace ImageWear							
	I-0457944	Shop Rags, Towels, Soap-ST	R	11/03/2015		58.96CR	034428	58.96
00006	Alamar Uniforms							
	I-494153-01	Uniform-PD	R	11/03/2015		11.95CR	034429	11.95
00145	Black Gold Rubber Recyclers, LLC							
	I-9585371	Tire Disposal-ST	R	11/03/2015		184.50CR	034430	184.50
01993	Blacksher Trash Service							
	I-10/1/15-12/31/15	Trash Service-AD	R	11/03/2015		75.00CR	034431	75.00
00156	Dave's Foreign Car Repair LLC							
	I-132,941	Oil Change-PD	R	11/03/2015		35.00CR	034432	
	I-132,951	Tire Repair-PD	R	11/03/2015		15.00CR	034432	50.00
02175	eNet							
	I-4377	Backup services-IT	R	11/03/2015		177.00CR	034433	177.00
02168	Gail Gene Derr							
	I-865918	Cemetery Maint-AD	R	11/03/2015		230.00CR	034434	230.00
00052	Glen's Automotive Service Center, Inc							
	I-93374	Brakes-TP	R	11/03/2015		710.81CR	034435	
	I-94638	Oil Change-SW	R	11/03/2015		40.74CR	034435	
	I-95177	Coolant Flush-CD	R	11/03/2015		80.47CR	034435	832.02

PACKET: 05355 Regular Payments 10/28/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00496	Gunter Pest Management, Inc. I-1156265	Pest Control-AD	R	11/03/2015		50.00CR	034436	50.00
00055	H&H Septic Service, Inc. I-37175c	Line Jetting-TP	R	11/03/2015		351.00CR	034437	351.00
02248	Hi-Gene's Janitorial Service I-47018	Janitorial Service-AD	R	11/03/2015		757.50CR	034438	757.50
01394	Homestead Construction & Landscaping LLC I-171332 I-171504	Clay-PK Clay-PK	R R	11/03/2015 11/03/2015		60.00CR 60.00CR	034439 034439	120.00
00070	Kay D. Barney D.O. I-10/20/15	Physical-PD	R	11/03/2015		105.00CR	034440	105.00
01896	KC Wireless Inc I-105257	Equip purc/install-PD CIP	R	11/03/2015		3,800.42CR	034441	3,800.42
01403	Kenny's Auto and Tire Service I-10/7/15	Tractor Tire-PK	R	11/03/2015		25.95CR	034442	25.95
00891	Kranz of Kansas City I-KC250771 I-KC250817	Truck Equipment-TP Truck Equipment-TP	R R	11/03/2015 11/03/2015		26,154.00CR 25,709.00CR	034443 034443	51,863.00
01235	Landmark Newspaper, The I-23064	Job Ads-ST,PK	R	11/03/2015		125.50CR	034444	125.50
00232	Martin Marietta I-16254986 I-16304802	Rock PLP Erosion cont-PK Rock-NS	R R	11/03/2015 11/03/2015		94.51CR 57.28CR	034445 034445	151.79
02228	Metro Rolloff Container Services LLC I-3255	Fall Clean Up Containers-ST	R	11/03/2015		2,100.00CR	034446	2,100.00
00159	Missouri American Water I-Due 11/10/15 I-Due 11/12/15 I-Due 11/4/15 I-Due 11/6/15 I-Due 11/9/15	Due 11/10/15 Due 11/12/15 Due 11/4/15 Due 11/6/15 Due 11/9/15	R R R R R	11/03/2015 11/03/2015 11/03/2015 11/03/2015 11/03/2015		32.94CR 17.29CR 16.47CR 75.39CR 763.13CR	034447 034447 034447 034447 034447	905.22

PACKET: 05355 Regular Payments 10/28/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01582	Northland Sign & Decal Company							
	I-862	Truck Decals-TP	R	11/03/2015		135.00CR	034448	
	I-864,866	Signs for fall clean up-ST	R	11/03/2015		120.00CR	034448	255.00
00097	P & G Hardware							
	I-Stmt 10/16/15	Stmt 10/16/15	R	11/03/2015		188.93CR	034449	188.93
01847	Paving Maintenance Supply Inc							
	I-0180841	Crack Filling Material-TP	R	11/03/2015		2,340.00CR	034450	
	I-0181259	Crack Filling Material-TP	R	11/03/2015		2,447.00CR	034450	
	I-0181514	Crack Filling Material-TP	R	11/03/2015		2,399.50CR	034450	
	I-0181805	Crack Filling Material-TP	R	11/03/2015		2,383.00CR	034450	
	I-0182229	Crack Filling Material-TP	R	11/03/2015		2,340.00CR	034450	
	I-0183094	Reflective Saftey Jackets-ST	R	11/03/2015		250.74CR	034450	12,160.24
00107	Platte Rental & Supply							
	I-22558	Propane-ST	R	11/03/2015		17.51CR	034451	
	I-22571	Oil-PK	R	11/03/2015		18.60CR	034451	
	I-22593	Propane-NS	R	11/03/2015		48.06CR	034451	
	I-w2523	Blower Repair-TP	R	11/03/2015		33.90CR	034451	118.07
00115	Rapid Stamp Products							
	I-971306	Plaque-AD	R	11/03/2015		13.50CR	034452	13.50
01982	Rejis Commission							
	I-INV0044674	Terminal Rejis-PD	R	11/03/2015		65.07CR	034453	65.07
02154	Royal Papers Inc							
	I-K726637	Janitorial Supplies-AD	R	11/03/2015		205.16CR	034454	205.16
02348	Sumner Tire							
	I-001979	Unloader Tires-PK	R	11/03/2015		527.62CR	034455	527.62
00154	T-Ray Specialties Inc.							
	I-27487	Redtroom Sups, Trash Bags-PK	R	11/03/2015		391.38CR	034456	391.38
01518	Taser International							
	I-SI1415569	TASER Cartridge-PD	R	11/03/2015		122.36CR	034457	122.36
01538	The Victor L. Phillips, Co.							
	I-IK84244	Door Part-TP	R	11/03/2015		26.68CR	034458	26.68

PACKET: 05355 Regular Payments 10/28/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02155	TranslationPerfect.com I-25150	Translator-CT	R	11/03/2015		140.00CR	034459	140.00
00062	Tyler Techonologies, Inc I-025-138042	025-138042	R	11/03/2015		1,712.78CR	034460	1,712.78
01573	Urban Tree Specialists I-10925	Tree Removal-TP	R	11/03/2015		411.25CR	034461	411.25
00150	Vance Bros Inc I-125382	Asphalt-TP	R	11/03/2015		168.00CR	034462	168.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	36	0.00	78,554.40	78,554.40
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	12,781.99	12,781.99
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:	40	0.00	91,336.39	91,336.39

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05357 Regular Payments 10/28/15 #2  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00174	Bernie Electric Wholesale, Inc.							
	I-S100033990.001	Security Light-PK	R	11/03/2015		172.19CR	034463	172.19
00039	Downing Construction							
	I-c18670	Rock-PK	R	11/03/2015		200.00CR	034464	
	I-c18671	Dirt-PK	R	11/03/2015		150.00CR	034464	350.00
00969	Jones Iron & Metal Inc							
	I-50759	Table Repair-PK	R	11/03/2015		28.00CR	034465	
	I-50761	Table Repair-PK	R	11/03/2015		28.00CR	034465	56.00
01118	Labor Ready							
	I-20246632	Fall Clean Up Curb Labor-ST	R	11/03/2015		727.20CR	034466	727.20
00232	Martin Marietta							
	I-16092528	Rock-PK	R	11/03/2015		76.47CR	034467	
	I-16092529	Rock-PK	R	11/03/2015		78.68CR	034467	
	I-16363555	Rock-TP	R	11/03/2015		74.48CR	034467	229.63
01690	Omega Door & Hardware							
	I-52867	Garage Door Replacement-TP	R	11/03/2015		3,912.00CR	034468	3,912.00
00107	Platte Rental & Supply							
	I-21889	Platte Rental Supply-NS	R	11/03/2015		122.00CR	034469	122.00
02029	Reinders, Inc.							
	I-5025399-00	Grass Seed-PK	R	11/03/2015		221.00CR	034470	221.00
01352	Superior Signals, Inc							
	I-10/20/15	Salt Spreader LED-TP	R	11/03/2015		106.88CR	034471	106.88
01573	Urban Tree Specialists							
	I-10269	Tree Trimming-60	R	11/03/2015		765.00CR	034472	
	I-10926	Tree Trimming-NS	R	11/03/2015		587.00CR	034472	1,352.00
00150	Vance Bros Inc							
	I-462852	Asphalt-TP	R	11/03/2015		168.00CR	034473	168.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	11	0.00	7,416.90	7,416.90
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:	11	0.00	7,416.90	7,416.90

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 05354 Direct Payables EFT 10/27

VENDOR SET: 01 City Vendors

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-02320			Kelly Yulich*				
I-10/5/15	10/27/2015		Professional Services-CD	136.50			
	AP		DUE: 10/27/2015 DISC: 10/27/2015		1099: Y		
			Professional Services-CD		10 518.07-04-00	Code Enforcemen	136.50
			=== VENDOR TOTALS ===	136.50			
			=== PACKET TOTALS ===	136.50			

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 10/21/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - Commercial Car							
I-Stmt 10/19/15	Stmt 10/19/15	D	11/03/2015			000000		
10	535.06-05-03	Trail Maintenance	Lumber-NS	118.81				
10	535.05-42-00	Program Expenses	Prop for Ghost Stori	20.00				
10	520.07-43-00	Spring/Fall Cleanup	Fall Clean Up Food-S	129.46				
10	501.06-01-00	Building Maint & Repair	Art Purchase Award-A	504.95				
30	501.05-01-00	Office Supplies	Staples-SW	2.79				
10	520.05-01-00	Office Supplies & Consumables	Staples-ST	29.39				
10	518.05-01-00	Office Supplies & Consumables	Staples-CD	67.59				
10	501.05-01-00	Office Supplies & Consumables	Staples-AD	3.60				
10	525.03-05-00	Mobile Phones & Pagers	Sprint-PK	82.32				
10	518.03-05-00	Mobile Phones & Pagers	Sprint-CD	132.04				
10	520.03-05-00	Mobile Phones & Pagers	Sprint-ST	199.79				
10	505.03-05-00	Mobile Phone & Pagers	Sprint-PD	246.96				
30	501.03-06-00	Wi-Fi	Sprint-SW	39.99				
10	515.03-05-00	Mobile Phones & Pagers	Sprint-CD	20.58				
10	501.03-08-00	Cable	Internet-AD	174.77				
10	520.03-01-00	Telephone & Voicemail	Uverse-ST	47.00				
10	501.01-41-02	Professional Dev - Staff	MARC Managers Meetin	40.00				
10	535.05-42-00	Program Expenses	Shelving-NS	79.94				
10	525.07-60-00	Rental Equipment	Seeder Rental-PK	350.00				
10	525.05-99-00	Other Purchases	Appreciation Lunch-P	47.93				
10	501.09-20-02	Exec Session Meeting Supplies	Food for Staff Retre	71.26				
10	505.05-21-00	Equipment and Handtools	Wet/Dry Vac-PD	161.93				
10	501.05-01-00	Office Supplies & Consumables	Notary Journal-AD	16.00				
10	501.01-41-02	Professional Dev - Staff	ICMA Hotel/Taxi Blak	737.19				
10	501.01-41-02	Professional Dev - Staff	ICMA Hotel/Taxis Pal	940.08				
10	501.01-41-02	Professional Dev - Staff	ICMA Hotel/Taxis Ack	767.69				
10	501.01-41-02	Professional Dev - Staff	ICMA Misc. Ackerson-	133.91				
10	535.05-42-00	Program Expenses	Ghost Stories Signs-	118.21				
10	501.09-21-00	Misc-Other	Pedometers-AD	22.95				
10	501.01-41-02	Professional Dev - Staff	MML Conf. Parking Mc	29.00				
10	505.05-01-00	Office Supplies & Consumables	Ink-PD	463.00				
10	501.09-21-00	Misc-Other	Lunch Insurance Meet	19.83				
10	501.09-21-00	Misc-Other	Lunch Insurance Meet	5.39				
10	515.01-41-02	Professional Development	ASCE Hotel/Taxis Abe	1,148.51				
10	515.01-41-02	Professional Development	ASCE Misc. Abel-FW	177.65				
10	501.03-01-00	Telephone & Voicemail	City Hall Phones-AD	497.03				
10	505.03-01-00	Telephone & Voicemail	ATT-PD	59.32				
10	525.03-01-00	Telephone & Voicemail	ATT-PK	161.23				
10	520.03-01-00	Telephone & Voicemail	ATT-ST	69.85				
30	501.03-01-00	Telephone & Voicemail	ATT-SW	122.96				
10	520.03-04-00	Water	Water-ST	37.30				
10	501.09-20-02	Exec Session Meeting Supplies	Meeting Food-AD	42.84				
30	501.09-21-00	Miscellaneous	Google Email-SW	5.00				
10	525.03-04-00	Water	Water-PK	38.78				
10	501.05-01-00	Office Supplies & Consumables	Staples-AD	67.50				
10	560.51-80-00	Com Development Capital Outlay	Survey Monkey-CD CIP	26.00				

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE:10/21/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02140	Commerce Bank - CommerCONT							
	I-Stmt 10/19/15		D 11/03/2015			000000		
	10 560.51-80-00		Com Development Capital Outlay	26.87				
	10 525.05-01-00		Office Supplies & Consumables Printer-PK	121.42				
	10 525.06-01-00		Buildings Maint & Repair Park Pump-PK	186.47				8,613.08

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	8,613.08	0.00	8,613.08
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

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

G/L ACCOUNT	NAME	AMOUNT
10 501.01-41-02	Professional Dev - Staff	2,647.87
10 501.03-01-00	Telephone & Voicemail	497.03
10 501.03-08-00	Cable	174.77
10 501.05-01-00	Office Supplies & Consumables	87.10
10 501.06-01-00	Building Maint & Repair	504.95
10 501.09-20-02	Exec Session Meeting Supplies	114.10
10 501.09-21-00	Misc-Other	48.17
10 505.03-01-00	Telephone & Voicemail	59.32
10 505.03-05-00	Mobile Phone & Pagers	246.96
10 505.05-01-00	Office Supplies & Consumables	463.00
10 505.05-21-00	Equipment and Handtools	161.93
10 515.01-41-02	Professional Development	1,326.16
10 515.03-05-00	Mobile Phones & Pagers	20.58
10 518.03-05-00	Mobile Phones & Pagers	132.04
10 518.05-01-00	Office Supplies & Consumables	67.59
10 520.03-01-00	Telephone & Voicemail	116.85
10 520.03-04-00	Water	37.30
10 520.03-05-00	Mobile Phones & Pagers	199.79
10 520.05-01-00	Office Supplies & Consumables	29.39
10 520.07-43-00	Spring/Fall Cleanup	129.46
10 525.03-01-00	Telephone & Voicemail	161.23
10 525.03-04-00	Water	38.78
10 525.03-05-00	Mobile Phones & Pagers	82.32

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 10/21/2015 THRU 99/99/9999

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

G/L ACCOUNT	NAME	AMOUNT
10 525.05-01-00	Office Supplies & Consumables	121.42
10 525.05-99-00	Other Purchases	47.93
10 525.06-01-00	Buildings Maint & Repair	186.47
10 525.07-60-00	Rental Equipment	350.00
10 535.05-42-00	Program Expenses	218.15
10 535.06-05-03	Trail Maintenance	118.81
10 560.51-80-00	Com Development Capital Outlay	52.87
	*** FUND TOTAL ***	8,442.34
30 501.03-01-00	Telephone & Voicemail	122.96
30 501.03-06-00	Wi-Fi	39.99
30 501.05-01-00	Office Supplies	2.79
30 501.09-21-00	Miscellaneous	5.00
	*** FUND TOTAL ***	170.74

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	8,613.08	0.00	8,613.08
BANK: AP		TOTALS:	1	8,613.08	0.00	8,613.08
REPORT TOTALS:			1	8,613.08	0.00	8,613.08

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 10/21/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00097	P & G Hardware							
	I-Stmt 10/16/15		11/03/2015			034449		
10	525.05-21-00		Equipment & Handtools	12.99				
10	525.05-21-00		Equipment & Handtools	3.49				
10	520.05-21-00		Handtools	7.56				
40	520.06-21-00		Vehicle & Equipment Maintenance	12.20				
10	525.06-21-01		Equipment Repair & Maintenance	7.86				
10	525.05-21-00		Equipment & Handtools	17.99				
10	525.06-21-01		Equipment Repair & Maintenance	10.64				
10	525.06-05-02		Ballfield Maintenance	55.57				
10	505.06-21-01		Equipment Repair & Maintenance	9.48				
40	520.06-01-00		Building Maintenance & Repair	22.45				
10	520.05-21-00		Handtools	17.04				
10	525.05-21-00		Equipment & Handtools	1.84				
10	518.05-01-00		Office Supplies & Consumables	9.18				
10	501.06-01-00		Building Maint & Repair	0.64				188.93

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	188.93	0.00	188.93
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	0.00	0.00	0.00
	VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

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

G/L ACCOUNT	NAME	AMOUNT
10 501.06-01-00	Building Maint & Repair	0.64
10 505.06-21-01	Equipment Repair & Maintenance	9.48
10 518.05-01-00	Office Supplies & Consumables	9.18
10 520.05-21-00	Handtools	24.60
10 525.05-21-00	Equipment & Handtools	36.31
10 525.06-05-02	Ballfield Maintenance	55.57
10 525.06-21-01	Equipment Repair & Maintenance	18.50
	*** FUND TOTAL ***	154.28
40 520.06-01-00	Building Maintenance & Repair	22.45
40 520.06-21-00	Vehicle & Equipment Maintenance	12.20
	*** FUND TOTAL ***	34.65

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Wednesday, October 28, 2015

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Matthew Chapman  
Finance/Human Resources Director

#### ISSUE:

Approve the first reading of an ordinance authorizing a base lease and lease purchase agreement with Clayton Holdings, LLC (Commerce Bank) for the Refunding Certificates of Participation, Series 2006.

#### BACKGROUND:

On August 24, 2015, the Finance Committee authorized staff and the City's Financial Advisor (Springsted, Inc.) to solicit proposals for investment banking services for refunding the Series 2006 Certificates of Participation. The refunding will take advantage of projected interest cost savings when the Series 2006 COP that financed City Hall and other improvements becomes callable beginning March 1, 2016. Staff recommends proceeding with the refunding as early as possible in December 2015 in order to maximize interest cost savings. Under U.S. tax code regulations, the refunding may be finalized up to 90 days prior to the optional call date on March 1, 2016.

On October 6, 2015, the Board of Aldermen approved the selection of Commerce Bank for investment banking services for the refunding. Commerce Bank proposed a private placement (which is essentially a bank loan) that allowed the City to lock in the interest rate of 2.24%. Similar to a COP, Commerce Bank will hold a lease for the property financed by the COP (City Hall). The lease payments are subject to annual appropriation by the City. If the City does not make payments under the lease, Commerce will be entitled to possession of the property subject to the lease for the then remaining term of the base lease. The Board's action on October 6 authorized the Mayor to execute the term sheet with Commerce Bank to secure the interest rate. Now the Board must adopt an ordinance to finalize the refunding and authorize the City to execute the base lease and lease purchase agreement to conclude the transaction on December 2, 2015.

#### BUDGET IMPACT:

There is no direct budget impact associated with this action. All costs will be incorporated into the refunding, which is estimated to generate principal and interest savings of approximately \$93,000 per year. In addition, if the temporary levy (which has historically been used to pay a portion of the 2006 COP payments) is maintained at the maximum level, it will generate excess revenues of approximately \$100,000 per year. Staff recommends that the combined estimated savings of \$193,000 be redirected to the Emergency Reserve Fund.

#### ALTERNATIVES:

1. Approve first reading of an ordinance authorizing the base lease and lease purchase agreement with Clayton Holdings, LLC for the Refunding Certificates of Participation, Series 2006.
  2. Do not approve first reading of the ordinance and provide alternative direction to staff.
-

3. Postpone the item.

**FINANCE COMMITTEE RECOMMENDATION:**

On September 21, 2015, by a vote of 3-0, the Finance Committee approved the selection of Commerce Bank for investment banking services for the Refunding Certificates of Participation, Series 2015.

**STAFF RECOMMENDATION:**

Staff recommends that Board of Aldermen approve first reading of an ordinance authorizing the base lease and lease purchase agreement with Clayton Holdings, LLC for the Refunding Certificates of Participation, Series 2006.

**POLICY:**

The Purchasing Policy (Resolution No. 02-01-13) requires the Board of Aldermen to approve or reject all contracts in excess of \$10,000 following the recommendation of the Finance Committee. Per bond counsel, an ordinance is required to authorize the lease-purchase transaction.

**SUGGESTED MOTION:**

I move to approve Bill No. 2855, an ordinance authorizing the base lease and lease purchase agreement with Clayton Holdings, LLC for the Refunding Certificates of Participation, Series 2006, on first reading and postpone the second reading to November 17, 2015.

**ATTACHMENTS:**

1. Ordinance
  2. Base Lease
  3. Lease Purchase Agreement
-

**ORDINANCE AUTHORIZING THE CITY OF PARKVILLE, MISSOURI, TO ENTER INTO A BASE LEASE WITH CLAYTON HOLDINGS, LLC AND A LEASE PURCHASE AGREEMENT WITH CLAYTON HOLDINGS, LLC, TO REFINANCE CAPITAL PROJECTS FOR THE CITY**

**WHEREAS**, the City of Parkville, Missouri (the "City"), desires to obtain moneys to refinance the costs of capital improvements for the City (the "Improvements") through the refunding of the City's outstanding Certificates of Participation (City of Parkville, Missouri, Lessee) Series 2006 (the "Refunded Certificates"); and

**WHEREAS**, in order to refinance the costs of the Improvements and refund the Refunded Certificates, it is necessary and desirable for the City to take the following actions:

1. Enter into a Base Lease (the "Base Lease"), with Clayton Holdings, LLC (the "Bank"), pursuant to which the City will lease certain real property described therein (the "Land") to the Bank; and
2. Enter into a Lease Purchase Agreement (the "Lease"), with the Bank, pursuant to which the City will lease the Land and the Improvements thereon (together, the "Project") from the Bank with an option to purchase.

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

**Section 1. Approval of Base Lease and Lease.** The Base Lease and the Lease are hereby approved in substantially the forms on file with the City, with such changes therein as shall be approved by the Mayor, the Mayor's execution thereof to be conclusive evidence of the approval thereof.

The Mayor is hereby authorized and directed to execute and deliver the Base Lease and the the Lease on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal thereto and attest said seal.

**Section 2. Refunding of Refunded Certificates.** The officers of the City are authorized and directed to take such actions as are necessary to refund the Refunded Certificates on the earliest practical date.

**Section 3. Further Authority.** The City shall, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Base Lease and the Lease.

**Section 4. Effective Date.** This Ordinance shall take effect and be in full force from and after its adoption by the governing body and approval by the Mayor.

**ADOPTED** by the governing body of the City of Parkville, Missouri, and **APPROVED** by the Mayor this 17<sup>th</sup> day of November 2015.

---

Nanette K. Johnston, Mayor

[SEAL]

ATTEST:

---

Melissa McChesney, City Clerk

**BASE LEASE**

**BASE LESSOR:**           **CITY OF PARKVILLE, MISSOURI**

**BASE LESSEE:**         **CLAYTON HOLDINGS, LLC**

**DATE:**                 **DECEMBER 2, 2015**

**THIS BASE LEASE** (the "Base Lease"), dated as of the date set forth above, by and between the Base Lessor named above (together with its successors and assigns, "Base Lessor"), and the Base Lessee named above (together with its successors, "Base Lessee"),

**WITNESSETH:**

**WHEREAS**, Base Lessor is the owner of the real estate described in **Schedule 1** hereto (the "Land") and the improvements located on the Land (the "Improvements") which is used to carry out the essential governmental and proprietary functions of Base Lessor; and

**WHEREAS**, Base Lessee proposes to lease the Land from Base Lessor and to provide funds in the aggregate amount stated in the hereinafter defined Lease to refinance certain capital improvement costs and the Base Lessee has offered to lease the Land and Improvements (together, the "Project") to Base Lessor pursuant to a Lease Purchase Agreement dated as of the date hereof (as amended or supplemented from time to time, the "Lease") by and between Base Lessee, as lessor, and Base Lessor, as lessee; and

**WHEREAS**, Base Lessor desires to lease the Project to Base Lessee for the rentals and upon the terms and conditions herein set forth and to lease the Project from Base Lessee upon the terms and conditions set forth in the Lease;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, Base Lessor and Base Lessee do hereby covenant and agree as follows:

**Section 1.       Representations by Base Lessor.** Base Lessor represents, warrants and covenants as follows:

(a)       Base Lessor is a body politic and corporate established and existing under and pursuant to the laws of the state in which it is located (the "State");

(b)       The lease of the Project to Base Lessee and the lease of the Project by Base Lessee to Base Lessor, as provided in the Lease, is necessary, desirable and in the public interest, and Base Lessor hereby declares its current need for the Project;

(c)       Base Lessor, pursuant to proper action duly taken by its governing body, has full power and authority to enter into this Base Lease and the Lease and the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, has been duly authorized to execute and deliver this Base Lease and the Lease and by proper action has duly authorized the execution and delivery of this Base Lease and the Lease;

(d) Neither the execution and delivery of this Base Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Base Lessor is now a party or by which Base Lessor is bound;

(e) Base Lessor has good and marketable fee title to the Land;

(f) The Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the use of the Project, as contemplated by the Lease;

(g) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(h) The Land is properly zoned for the purpose of the Project; and

(i) Base Lessor has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Base Lessor's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease and the Lease.

**Section 2. Lease.** Base Lessor hereby leases to Base Lessee, and Base Lessee hereby rents and leases from Base Lessor, the Land on the terms and conditions hereinafter set forth.

**Section 3. Term.** The term of this Base Lease shall commence as of the date of the delivery hereof, and shall end on December 31, 2039, unless such term is sooner terminated as hereinafter provided.

**Section 4. Rental.** As and for rental hereunder and in consideration for the leasing of the Land to Base Lessee, Base Lessee shall:

(a) Simultaneously with the delivery of this Base Lease, enter into the Lease; and

(b) Advance the amount of \$3,383,722.37 to or as directed by the Base Lessor.

**Section 5. Assignments and Subleases.** Base Lessee may assign its rights under this Base Lease or sublet the Project without the consent of Base Lessor (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason or (iii) if an "event of default" as defined in the Lease has occurred.

**Section 6. Termination.** This Base Lease shall terminate upon the completion of the term set forth in **Section 3**; provided, however, in the event Base Lessor makes payment of the purchase price or makes all of the rental payments provided for in **Article IV** of the Lease and exercises its option to purchase Base Lessee's interest in the Project pursuant to **Article X** of the Lease, then this Base Lease shall be considered assigned to Base Lessor and terminated through merger of the leasehold interest with the fee interest if Base Lessor is the owner of the fee interest.

If an "event of default" under the Lease occurs or if Base Lessor terminates the Lease pursuant to **Section 3.2** of the Lease, Base Lessee shall have the right to possession of the Project for the remainder of the term of this Base Lease and shall have the right to sublease the Project or sell its interest in the Project and this Base Lease upon whatever terms and conditions it deems prudent; provided, however, that Base Lessee shall provide Base Lessor with adequate public liability insurance covering the premises for the remainder of the term and will furnish Base Lessor with evidence thereof.

**Section 7. Default.** Base Lessor shall not have the right to exclude Base Lessee from the Project or take possession of the Project (other than pursuant to the Lease) or to terminate this Base Lease prior to the expiration of its term upon any default by Base Lessee hereunder, except that if, upon the exercise of the option to purchase Base Lessee's interest in the Project granted to Base Lessor in **Article X** of the Lease and after the payment of the purchase price specified therein and other sums payable under the Lease, Base Lessee fails to convey its interest in the Project to Base Lessor pursuant to said option, then Base Lessor shall have the right to terminate this Base Lease, such termination to be effective thirty (30) days after delivery of written notice of such termination to Base Lessee. In the event of any default by Base Lessee hereunder, however, Base Lessor may maintain an action for damages or, if permitted in equity, for specific performance.

**Section 8. Quiet Enjoyment.** At all times during the term of this Base Lease, Base Lessee shall peaceably and quietly have, hold and enjoy all of the Project, subject to the rights of Base Lessor under the Lease.

**Section 9. No Merger.** No union of the interests of Base Lessor and Base Lessee herein shall result in a merger of this Base Lease and the title to the Land, except as described in **Section 6**.

**Section 10. Taxes and Assessments.** Base Lessor covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Land.

**Section 11. Warranty and Indemnity Regarding Environmental Matters.** Base Lessor hereby warrants and represents that (i) there has not been any "release" (as defined in 42 U.S.C. § 9601(22)) or threat of a "release" of any "hazardous substances" (as defined in 42 U.S.C. § 9601(14)) on or about any of the Project, (ii) no part of the Project is or may be a "facility" (within the meaning of 42 U.S.C. § 9607(a)), and (iii) the Project and the use thereof are in compliance with all applicable laws, statutes, ordinances, rules and regulations of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, both as amended, and all other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules and regulations.

Base Lessor agrees to provide Base Lessee with copies of any notifications of releases of oil or hazardous materials or substances or of any environmental hazards or potential hazards which are given by or on behalf of Base Lessor to any federal, state or local agencies or authorities or which are received by Base Lessor from any federal, state or local agencies or authorities with respect to the Project. Such copies shall be sent to Base Lessee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by Base Lessor.

Base Lessor agrees to provide Base Lessee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Notices") with respect to the Project previously given, as of the date hereof, to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning

and Community Right-to-Know Act of 1986, 42 U.S.C.A. Section 1101 *et seq.*, and to provide Base Lessee with copies of all such Notices subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986. Such copies of subsequent Notices shall be sent to Base Lessee concurrently with their being mailed to any such governmental authority or agency.

Base Lessor hereby covenants and agrees, to the extent permitted by law, to indemnify, protect and hold harmless Base Lessee from and against any and all claims, demands, liabilities and costs, including without limitation attorneys' fees, arising from (a) any "release" (as defined above) or threat of a "release," actual or alleged, of any "hazardous substances" (as defined above) upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project regardless of whether such release or threat of a release or alleged release or threat of release has occurred prior to the date hereof and hereafter occurs and regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of Base Lessor or any third party or otherwise, or (b) any violation, actual or alleged, of or any other liability under or in connection with any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act, both as amended, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project, regardless of whether such violation or alleged violation has occurred prior to the date hereof or hereafter occurs and regardless of whether such violation or alleged violation occurs as a result of the negligence or misconduct of Base Lessor or any third party or otherwise. Notwithstanding the foregoing, Base Lessor shall not be obligated to indemnify and hold harmless Base Lessee from and against any claims, demands, liabilities and costs, including without limitation attorneys' fees, which arise solely as a result of the negligence or misconduct of Base Lessee.

**Section 12. Waiver of Personal Liability.** All liabilities under this Base Lease on the part of Base Lessee are solely corporate liabilities of Base Lessee as a corporation, and, to the extent permitted by law, Base Lessor hereby releases each and every director and officer of Base Lessee of and from any personal or individual liability under this Base Lease. No director or officer of Base Lessee shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by Base Lessee hereunder.

**Section 13. Eminent Domain.** (a) In the event the whole or any part of the Project is taken by eminent domain proceedings, the interest of the Base Lessee shall be recognized. The proceeds of said condemnation shall be applied as provided in **Article XI** of the Lease. Under State statutes, the Base Lessor has the power to condemn property for its purposes, and the Base Lessor acknowledges that if the Base Lessor condemned the Project, such action could adversely affect the continuation of this Base Lease. The Base Lessor further acknowledges that condemnation of the Project would adversely affect the Base Lessee and that without the Base Lessee's interest in the Project, the Base Lessee might not lease the Project to the Base Lessor pursuant to the Lease.

The Base Lessor and the Base Lessee have reached agreement on the terms of the acquisition of the Project, at Base Lessor's option, and to the use of the Project, all as set forth in the Lease. Any acquisition of the Base Lessee's interest in the Project or rights to its use by the Base Lessor (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Purchase Price (as defined and

set forth in the Lease). If the Base Lessor allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default [as those terms are defined in the Lease]), that action shall constitute an irrevocable determination by the Base Lessor that the Project is not required by it for any public purpose for the term of this Base Lease.

The Base Lessor hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Project, the appraisal value of the Project shall not be less than the Rental Payments then due plus the then applicable Purchase Price as defined and set forth in the Lease.

(b) In the event that title to all or a portion of the Land is challenged or threatened by means of competent legal or equitable action, the Base Lessor covenants that it shall cooperate with the Base Lessee and shall take all reasonable actions, including where appropriate the lawful exercise of the Base Lessor's power of eminent domain, in order to quiet title to the Land in the Base Lessor.

**Section 14. Leaseback to Base Lessor; Term; Rental.** Contemporaneously herewith Base Lessee and Base Lessor will execute the Lease whereby Base Lessee subleases back to Base Lessor and Base Lessor subleases from Base Lessee the Project, and Base Lessee leases to Base Lessor and Base Lessor leases from Base Lessee the Project in accordance therewith. Title to the Project shall remain in Base Lessor at all times. The Lease includes in **Article X** thereof the option of Base Lessor, upon payment of the purchase price, to purchase Base Lessee's interest in the Project.

**Section 15. Partial Invalidity.** If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 16. Notices.** All written notices to be given under this Base Lease shall be given by mail to the party entitled thereto at its address set forth in the Lease, or at such address as the party may provide to the other party in writing from time to time. Any such notice shall be deemed to have been received 48 hours after deposit in the United States mail in registered form, with postage fully prepaid.

**Section 17. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Base Lease.

**Section 18. Amendments, Changes and Modifications.** This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both Base Lessee and Base Lessor. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from in action, course of dealing or otherwise.

**Section 19. Applicable Law.** This Base Lease shall be governed by and construed in accordance with the laws of the State.

**Section 20. Execution in Counterparts; Electronic Transaction.** This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 21. Successors.** This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 22. Complete Agreement.** This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*





**SCHEDULE 1 TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT**

**DESCRIPTION OF THE LAND**

Lot 13, Parkville Commons, Seventh Plat, a subdivision of land in Parkville, Platte County, Missouri, according to the recorded plat thereof.

---

---

**BASE LEASE**

**between**

**CITY OF PARKVILLE, MISSOURI  
as Base Lessor/Grantor**

**and**

**CLAYTON HOLDINGS, LLC  
as Base Lessee/Grantee**

---

---

Grantor: 8880 Clark Avenue, Parkville, MO 64152

Grantee: 8000 Forsyth, St. Louis, MO 63105 Attn: Leasing Department

Legal Description may be found on Schedule 1-1.

## INDEX

	<u>PAGE</u>
Section 1. Representations by Base Lessor .....	1
Section 2. Lease .....	2
Section 3. Term .....	2
Section 4. Rental .....	2
Section 5. Assignments and Subleases .....	2
Section 6. Termination .....	2
Section 7. Default .....	3
Section 8. Quiet Enjoyment .....	3
Section 9. No Merger .....	3
Section 10. Taxes and Assessments .....	3
Section 11. Warranty and Indemnity Regarding Environmental Matters .....	3
Section 12. Waiver of Personal Liability .....	4
Section 13. Eminent Domain .....	4
Section 14. Leaseback to Base Lessor; Term; Rental .....	5
Section 15. Partial Invalidity .....	5
Section 16. Notices .....	5
Section 17. Section Headings .....	5
Section 18. Amendments, Changes and Modifications .....	5
Section 19. Applicable Law .....	6
Section 20. Execution .....	6
Section 21. Successors .....	6
Section 22. Complete Agreement .....	6
Signatures and Seals .....	6
Schedule 1	

## LEASE PURCHASE AGREEMENT

**LESSOR:** CLAYTON HOLDINGS, LLC  
**LESSEE:** CITY OF PARKVILLE, MISSOURI  
**DATE:** DECEMBER 2, 2015

**THIS LEASE PURCHASE AGREEMENT**, dated as of the date set forth above, by and between the Lessor named above (together with its successors and assigns, "Lessor"), and the Lessee named above (together with its successors, "Lessee"),

### WITNESSETH:

**WHEREAS**, Lessor proposes to take the following actions:

- (a) Lease from Lessee the real property described in **Schedule 1** (the "Land") and the improvements located on the Land (the "Improvements," together with the Land, the "Project");
- (b) Provide funds in the aggregate amount of the principal portions of Rental Payments listed on **Exhibit A** to, together with other available moneys of Lessee, prepay the outstanding principal amount of the Lessee's Certificates of Participation (City of Parkville, Missouri, Lessee) Series 2006 (the "Refunded Certificates"); and
- (c) Lease its interest in the Project to Lessee for the rentals and upon the terms and conditions hereinafter set forth; and

**WHEREAS**, Lessee, pursuant to the foregoing proposals of Lessor, desires to lease the Project from Lessor, for the rentals and upon the terms and conditions hereinafter set forth,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

**Section 1.1. Definitions of Words and Terms.** In addition to words and terms defined herein, the following words and terms as used in the Base Lease and this Lease shall have the following meanings, unless some other meaning is plainly intended:

"**Additional Rent**" means those payments required to be made by Lessee by **Section 4.2**.

"**Base Lease**" means the Base Lease dated as of the date hereof between Lessor and Lessee, as from time to time supplemented or amended in accordance with **Section 18** of the Base Lease.

**"Business Day"** means a day, other than a Saturday, Sunday or holiday, on which Commerce Bank, Kansas City, Missouri, is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Cost"** or **"Costs"** means the amount necessary, after application of other available funds of Lessee, to prepay the Refunded Certificates, including all reasonable or necessary expenses incidental thereto.

**"Counsel"** means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either Lessee or Lessor.

**"Event of Default"** or **"Default"** means any Event of Default as defined in **Section 12.1**.

**"Fiscal Year"** means the fiscal year of Lessee for financial and budgetary purposes as set forth on **Exhibit B**.

**"Impositions"** means those Impositions defined as such in **Article VI**.

**"Improvements"** means the facilities, improvements, fixtures, equipment, furnishings and support facilities constituting a part of the Project, as referred to in **Article V**.

**"Land"** means the real property described in **Schedule 1** to this Lease.

**"Lease"** means this Lease Purchase Agreement between Lessor and Lessee, as from time to time supplemented and amended in accordance with **Article XIII**.

**"Lease Term"** means the Original Term and any Renewal Terms.

**"Lessee Representative"** means the Mayor, the City Administrator or other person or persons at the time designated to act on behalf of Lessee in matters relating to the Base Lease and this Lease as evidenced by a written certificate furnished to Lessor containing the specimen signature of such person or persons and signed on behalf of Lessee by its presiding official. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of Lessee Representative.

**"Lessor Representative"** means the person or persons at the time designated to act on behalf of Lessor in matters relating to the Base Lease and this Lease as evidenced by a written certificate furnished to Lessee containing the specimen signature of such person or persons and signed on behalf of Lessor by its authorized officer. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Lessor Representative.

**"Maximum Lease Term"** means the Original Term and all Renewal Terms through the final Rental Payment Date listed on **Exhibit A**.

**"Net Proceeds"** when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys' fees and any expenses of Lessee and Lessor) incurred in the collection of such proceeds or award from the gross proceeds thereof.

**"Original Term"** means the initial term of this Lease beginning as of the dated date of this Lease and ending on the last day of Lessee's current Fiscal Year.

**"Project"** means the project referred to in the recitals of this Lease, including Lessor's interest in the Land and the Improvements.

**"Project Documents"** means the Base Lease, the Lease and any other agreements, documents or certificates related to the foregoing or the Project.

**"Purchase Price"** means the amount designated as such on **Exhibit A** that Lessee may, in its discretion, pay to Lessor to purchase the Project.

**"Refunded Certificates"** has the meaning set forth in the recitals hereto.

**"Renewal Terms"** means the renewal terms of this Lease during which the Lease Term is extended in accordance with **Section 3.2**, each having a duration of one year and a term coextensive with Lessee's Fiscal Year except as otherwise provided in said **Section 3.2**.

**"Rental Payment Dates"** means the dates during the Lease Term on which Rental Payments are due as set forth on **Exhibit A**.

**"Rental Payments"** means those payments required to be made by Lessee by **Section 4.1**.

**"State"** means the state in which Lessee is located.

**Section 1.2. Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The words "herein," "hereby," "hereunder," "hereof," "hereto," "hereinbefore," "hereinafter" and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule shall be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

**Section 1.3. Section and Article Headings.** The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

**Section 1.4. Execution of Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

**Section 1.5. Construction and Enforcement.** This Lease shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that either party shall or will

make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

**Section 1.6. Severability.** In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**Section 1.7. Complete Agreement.** This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

**Section 1.8. Accounting Terms.** Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States of America as from time to time in effect.

## ARTICLE II

### REPRESENTATIONS

**Section 2.1. Representations by Lessee.** Lessee represents, warrants and covenants as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into each of the Project Documents and the transactions contemplated hereby and to perform all of its obligations hereunder;

(b) The lease of the Project by Lessor to Lessee, as provided in this Lease, is necessary, desirable and in the public interest, and Lessee hereby declares its current need for the Project;

(c) The Project is in compliance with all applicable building and design codes and Lessee's requirements and is a facility suitable for the use by Lessee as set forth on **Exhibit B**;

(d) Construction of the Project has previously been completed;

(e) Lessee has duly authorized the execution and delivery of each of the Project Documents by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of each of the Project Documents;

(f) Neither the execution and delivery of any Project Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound;

(g) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into any Project Document or the validity or enforceability of any Project Document or which, if adversely determined, would adversely affect the transactions contemplated by any Project Document or the interest of Lessor or its assigns under any Project Document;

(h) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Base Lease and this Lease;

(i) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(j) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;

(k) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic;

(l) During the Lease Term, the Project will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(m) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to any of the Project Documents and the acquisition by Lessee of the Project.

### **ARTICLE III**

#### **GRANTING PROVISIONS; TERM**

**Section 3.1. Granting of Leasehold.** Lessor, by these presents, hereby rents, leases and lets the Project unto Lessee, and Lessee hereby rents, leases and hires the Project from Lessor for the Rentals and subject to the terms and conditions hereinafter set forth.

**Section 3.2. Lease Term.** The Original Term shall commence as of the date of delivery of this Lease and shall terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional one year Renewal Term; provided that the final Renewal Term shall not extend beyond the final Rental Payment Date set forth on **Exhibit A**. Lessee shall be deemed to have exercised its option to continue this Lease for the next Renewal Term unless Lessee shall have terminated this Lease pursuant to **Section 3.3** or **10.1**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on **Exhibit A**.

Lessee currently intends, subject to the provisions of **Section 3.3**, to continue this Lease through the Maximum Lease Term and to pay the Rentals hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rentals during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of Lessee shall do all

things lawfully within his or her power to obtain and maintain funds from which the Rentals may be made, including making provision for such Rentals to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any Renewal Term is to be made in accordance with Lessee's normal procedures for such decisions, and the then current governing body of Lessee will have the final responsibility for that decision.

**Section 3.3. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, Lessee agrees to transfer possession of the Project to Lessor.

**Section 3.4. Use of Premises.** Lessee shall have the right to use the Project for any essential governmental or proprietary purpose of Lessee, subject to the limitations contained in the Project Documents.

#### ARTICLE IV

#### PROVISIONS FOR PAYMENT OF RENTALS

**Section 4.1. Rentals.** Lessee shall promptly make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on each Rental Payment, in such amounts as are described on **Exhibit A**. If Lessee fails to pay any Rental Payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five percent (5%) of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. A portion of each Rental Payment is paid as, and represents payment of, interest, as set forth on **Exhibit A**.

Notwithstanding the foregoing, in the event that Lessee, by its use of the Project or by its actions or omissions or by any means whatsoever, causes any payments of the Interest Portions as set forth in **Exhibit A** to be included in Lessor's gross income due to the inability to exclude such payments from gross income under Section 103 of the Code, Lessee agrees that the Interest Portion of the Rental Payments on **Exhibit A** will be adjusted commencing with the first day of Lessee's next succeeding Fiscal Year, but only if this Lease is renewed for such Fiscal Year, and thereafter, so that Lessor will be in the same after-tax position as it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

**Section 4.2. Additional Rent.** Lessee shall pay, subject to the provisions of **Section 3.3**, as Additional Rent (i) all Impositions (as defined in **Article VI**); (ii) all amounts required under **Section 4.6** or **14.5** and all other payments of whatever nature which Lessee has agreed to pay or assume under this Lease; (iii) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under

this Lease by Lessor. Amounts required to be paid under this Section shall be paid directly to the person or entity owed.

**Section 4.3. Rentals and Additional Rent Constitute Current Expense.** The obligation of Lessee to pay the Rentals and the Additional Rent and other amounts payable hereunder is subject to the provisions of **Section 3.3**, constitutes a current expense of Lessee and does not constitute a general obligation or indebtedness of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation; such obligation shall not be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement, but in each Fiscal Year shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such Fiscal Year, any proceeds of the Project and the Net Proceeds of any insurance or condemnation awards.

**Section 4.4. Rentals and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations.** Subject to the provisions of **Section 3.3**, Lessee covenants and agrees that all payments of Rentals and Additional Rent shall be made by Lessee on or before the date the same become due, and Lessee shall perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rentals and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the acquisition of the Project shall have been started or completed.

Nothing in this Lease shall be construed as a waiver by Lessee of any rights or claims Lessee may have against Lessor under this Lease or otherwise, but any recovery upon such rights and claims shall be from Lessor separately, it being the intent of this Lease that Lessee shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Rentals and Additional Rent. Lessee may, however, at its own cost and expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take all action necessary to effect the substitution of Lessee for Lessor in any such action or proceeding if Lessee shall so request.

**Section 4.5. Prepayment of Rentals.** Upon 60 days prior written notice, Lessee may prepay all or any part of the Rentals provided for hereunder as provided in **Exhibit A**.

**Section 4.6. Advances.** In the event Lessee shall fail to either maintain the insurance required by this Lease or keep the Project in good repair, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Project and pay the cost thereof. All amounts so advanced by Lessor shall constitute Additional Rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced by Lessor until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE V

### ACQUISITION OF THE PROJECT

**Section 5.1. Acquisition of the Project.** Lessee has completed acquisition of the Project.

**Section 5.2. DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE PROJECT OR ANY PART THEREOF.

## **ARTICLE VI**

### **IMPOSITIONS**

**Section 6.1. Impositions.** Lessee shall bear, pay and discharge, before the delinquency thereof, as Additional Rent, all taxes and assessments, general and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of Lessor or encumber the Project (all of the foregoing being herein referred to as "Impositions").

**Section 6.2. Contest of Impositions.** Lessee shall have the right, in its own name or in Lessor's name, to contest the validity or amount of any Imposition which Lessee is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Counsel, by nonpayment of any such items the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor. Lessor agrees to cooperate with Lessee in connection with any and all administrative or judicial proceedings related to Impositions. Lessee shall hold Lessor whole and harmless from any costs and expenses Lessor may incur with respect to any Imposition.

## **ARTICLE VII**

### **INSURANCE; INDEMNITY**

**Section 7.1. Insurance Required.** Lessee shall, during the Lease Term, cause the Project to be kept continuously insured against such risks customarily insured against for facilities such as the Project and shall pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Project against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable purchase price under **Section 10.1** (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. The full insurable value of the Project may be determined from time to time at the request of Lessee or Lessor (but not less frequently than every five years) by an architect,

contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to Lessor's approval, and paid by Lessee. The policy or policies of such insurance shall name Lessee and Lessor as insureds and loss payees. All proceeds from such policies of insurance shall be applied as provided in **Article XI**.

(b) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which Lessee and Lessor are named as insureds, in an amount not less than the amount which the Lessor shall reasonably request for a combined single limit for bodily injuries and property damage;

(c) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State;

(d) Unless the Land is not located in an area designated as a flood-prone area, as defined by the Federal Emergency Management Agency pursuant to The Flood Disaster Protection Act of 1973, flood insurance in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable purchase price under **Section 10.1** (subject to reasonable loss deductible clauses), the full insurable value to be determined from time to time as provided in subparagraph (a) of this Section.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance shall be delivered by Lessee to Lessor. All policies of such insurance, and all renewals thereof, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least ten days written notice to Lessee and Lessor.

Nothing in this Lease shall be construed as preventing Lessee from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

**Section 7.2. Release and Indemnification.** To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep Lessor harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Base Lease or this Lease, (b) the acquisition of the Project, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Lease Term or otherwise arising during the Lease Term because of Lessor's interest in the Project, and/or (d) the breach of any covenant by Lessee herein or any material misrepresentation by Lessee contained herein. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease for any reason.

## ARTICLE VIII

### ASSIGNMENT AND SUBLEASING

**Section 8.1. Assignment by Lessor.** Lessor's right, title and interest in, to and under this Lease and the Project may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax

identification number of the assignee. Lessee agrees to keep a record of all such notices of assignment and to execute all documents, including notices of assignment and financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Project and in this Lease. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

**Section 8.2. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Lease and in the Project may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Project if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel on the subject of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Project shall be subject to this Lease and the rights of Lessor in, to and under this Lease and the Project. Lessor and Lessee acknowledge the existence of the Lease Agreement between the Lessee and the Parkville Economic Development Council dated April 6, 2014 (the "EDC Lease"). Lessor hereby consents to the EDC Lease and amendments thereto that may be entered into by Lessee provided that such extensions do not materially change the terms of the EDC Lease other than the maximum term. In the event of the termination of this Lease, Lessee's rights under the EDC Lease will be deemed assigned to Lessor for the remaining term of the Base Lease.

## ARTICLE IX

### MAINTENANCE, REPAIRS AND MODIFICATIONS

**Section 9.1. Maintenance, Repairs and Modifications.** Lessee shall, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Project in such condition. Lessor shall have no responsibility for any repairs, replacements or improvements. In addition, Lessee shall, at its own expense, have the right to renovate and improve any portion of the Project or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Project and be subject to the provisions of this Lease; provided, however, that Lessee may install at its own expense any furniture, furnishings, trade fixtures and business equipment and such furniture, furnishings, trade fixtures and business equipment (specifically excluding lighting fixtures and heating, ventilating and air conditioning equipment and wiring within conduits) shall remain the property of Lessee and shall not be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the Project nor cause it to be used for purposes other than those permitted by this Lease and authorized under the provisions of municipal, state and federal law. The Project, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Counsel, by nonpayment of any such item the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon request and at the expense of Lessee.

**Section 9.2. Liens.** Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of Lessor and Lessee as herein and in the Base Lease provided. Except as expressly provided in this Article, Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

## ARTICLE X

### LESSEE'S OPTION TO PURCHASE THE PROJECT

**Section 10.1. Lessee's Option to Purchase the Project.** Lessee shall have the option to purchase Lessor's interest in the Project, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms:

(a) On any Business Day occurring on or after December 2, 2018, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor as set forth in **Exhibit A**; or

(b) In the event of substantial damage to or destruction or condemnation (other than condemnation by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Project, on the Business Day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments then due hereunder plus all remaining principal portions of Rental Payments set forth on **Exhibit A** to Lessor.

**Section 10.2. Determination of Fair Purchase Price.** Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and any Renewal Term represent the fair value of the use of the Project and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Project pursuant to **Section 10.1** represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Project. Lessee hereby determines that the Rentals do not exceed a reasonable amount so as to place Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project hereunder. In making such determinations, Lessee and Lessor have given consideration to the Costs of the Project, the uses and purposes for which the Project will be employed by Lessee, the benefit to Lessee by reason of the acquisition of the Project and the use and occupancy of the Project pursuant to the terms and provisions of this Lease and Lessee's option to purchase the Project. Lessee hereby determines and declares that the acquisition of the Project and the leasing of the Project pursuant to this Lease will result in a Project of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Project were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Project.

## ARTICLE XI

### **DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS**

**Section 11.1. Damage, Destruction and Condemnation.** Unless Lessee shall have exercised its option to purchase the Project and terminate this Lease as provided in **Article X**, if (i) any component of the Project is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or the temporary use of such component of the Project or the interest of Lessee or Lessor in the component of the Project, shall be taken under the exercise of the power of eminent domain, or the threat of such exercise, by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee shall cause the Net Proceeds of any insurance or condemnation award or any sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by Lessee. Any balance of the Net Proceeds remaining after such work has been completed shall be held and appropriated by Lessee for the exclusive purpose of paying Rentals under this Lease.

If Lessee determines that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of Lessee, then, in lieu of making such replacement, repair, restoration, modification or improvement and if permitted by law, Lessee shall promptly purchase the Project by paying the Purchase Price to Lessor and such Net Proceeds shall be applied by Lessee to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price to Lessor shall belong to Lessee.

**Section 11.2. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of any component of the Project in

accordance with **Section 11.1**, subject to appropriation of sufficient funds, Lessee shall complete the work and pay any cost in excess of the amount of the Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds Lessee shall make any payments pursuant to the provisions in this **Section 11.2**, Lessee shall not be entitled to any reimbursement therefor from Lessor or to any reduction in Rental Payments then due or thereafter coming due.

**Section 11.3. Cooperation of Lessor.** Lessor shall cooperate fully with Lessee, at the expense of Lessee, in filing any proof of loss with respect to any insurance policy covering the events described in **Section 11.1** and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit Lessee to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor. In no event will Lessor voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of Lessee.

## ARTICLE XII

### DEFAULT PROVISIONS

**Section 12.1. Events of Default Defined.** The following shall be "Events of Default" under this Lease and the term "Events of Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement under any Project Document on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor shall consent to an extension of such time if Lessee certifies that corrective action has been instituted by Lessee within the applicable period and will be diligently pursued until such failure is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Project Document or any instrument or certificate related thereto or to the Project shall be incorrect, untrue or misleading in any material respect;

(d) Any provision of any Project Document shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Lease or the Base Lease; or

(e) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its essential functions, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of any applicable federal bankruptcy law.

**Section 12.2. Remedies.** Whenever any Event of Default shall have happened and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, take possession of the Project, sell Lessor's interest in the Base Lease, or lease the Project and collect the rentals therefor for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with Lessee remaining liable for the difference between the Rentals, Additional Rentals and other amounts payable by Lessee hereunder during the Original Term or then current Renewal Term, as the case may be, and the net proceeds of any purchase price, rents or other amounts paid by the purchaser, new lessee or sublessee of the Project, and, provided further, that, in such event, if Lessor shall receive a payment for sale of its interest or total Rentals for lease of the Project that are, after payment of Lessor's expenses in connection therewith, in excess of the then applicable Purchase Price, then such excess shall be paid to Lessee either by Lessor, its assigns, or by its sublessee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the then current Original Term or Renewal Term, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

**Section 12.3. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor or Lessee to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

**Section 12.4. No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Lease shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

### **ARTICLE XIII**

#### **AMENDMENTS, CHANGES AND MODIFICATIONS**

**Section 13.1. Amendments, Changes and Modifications.** This Lease may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

## ARTICLE XIV

### MISCELLANEOUS

#### **Section 14.1. Maintenance of Tax Exemption.**

(a) Lessee shall not take any action or fail to take any action which action or failure would cause the interest components of Rental Payments under this Lease to be includable in gross income for federal income tax purposes.

(b) Lessee will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder from time to time proposed or in effect in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest components of Rental Payments under this Lease.

**Section 14.2. Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Lease to be given or filed with Lessor or Lessee if the same shall be duly mailed by registered or certified mail with postage prepaid addressed as set forth on **Exhibit B**. Lessor and Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 14.3. Title to Personal Property.** Title to any portion of the Project that constitutes personal property shall vest in Lessee subject to Lessor's rights under this Lease and the Base Lease; provided that title thereto shall thereafter immediately and without any action by Lessee vest in Lessor and Lessee shall immediately surrender possession thereof to Lessor upon (i) any termination of this Lease without Lessee exercising its option to purchase pursuant to **Section 10.1** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, Lessee shall execute and deliver any such instruments as Lessor may request to evidence such transfer.

**Section 14.4. Security Interest.** To secure the payment of all of Lessee's obligations under this Lease, to the extent permitted by law, Lessor retains a security interest in that portion of the Project consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. Lessee consents to the filing of financing statements with respect to such personal property and fixtures and shall execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest.

**Section 14.5. Net Lease.** It is the understanding and agreement of the parties hereto that, subject to **Sections 3.3** and **4.3**, this is a clear "net" lease obligation and that Lessee shall bear all expenses and make all payments consistent with the principle of the "net" Lease. Lessee hereby assumes and agrees to perform all duties and obligations relating to the Project, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of Lessor.

**Section 14.6. No Pecuniary Liability.** No provision, covenant or agreement contained in this Lease or any obligation herein imposed upon Lessor, or the breach thereof, shall constitute or give rise to or impose upon Lessor a pecuniary liability.

**Section 14.7. Access to Premises.** Lessee agrees that Lessor or any agent or representative of Lessor shall have the right at all reasonable times to enter upon and to examine and inspect the Project.

Lessee further agrees that Lessor and any such agent or representative shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by Lessee to perform its obligations hereunder.

**Section 14.8. Financial Reporting.** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of (i) Lessee's annual audited financial statements within two hundred seventy (270) days of Lessee's fiscal year-end, (ii) the annual budget for each Fiscal Year, as approved by the Lessee's governing body, within ten (10) days of such approval, but in any case prior to the commencement of each Fiscal Year, and (iii) such other information Lessor requests from time to time, within a reasonable period of time after such request.

**Section 14.9. Title to the Land.** Lessee covenants that the title to the Land is and shall remain in Lessee, subject to the rights of Lessor hereunder and under the Base Lease.

**Section 14.10. Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 14.11. Electronic Transaction.** The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



**CITY OF PARKVILLE, MISSOURI, as Lessee**

[SEAL]

By: \_\_\_\_\_  
Name: Nanette K. Johnston  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Melissa McChesney  
Title: City Clerk

**ACKNOWLEDGMENT**

**STATE OF MISSOURI**        )  
  ) **SS.**  
**COUNTY OF PLATTE**        )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared **NANETTE K. JOHNSTON** who acknowledged herself to be the **MAYOR** of the **CITY OF PARKVILLE, MISSOURI** and that as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing her name as such officer.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public - State of Missouri  
Commissioned in Platte County

My commission expires: \_\_\_\_\_

**EXHIBIT A TO LEASE PURCHASE AGREEMENT**

**RENTAL PAYMENT SCHEDULE**

<b><u>Date</u></b>	<b><u>Principal</u></b>	<b><u>Interest</u></b>	<b><u>Total</u></b>
09/01/2016	-	56,635.99	56,635.99
03/01/2017	297,113.61	37,897.69	335,011.30
09/01/2017	-	34,570.02	34,570.02
03/01/2018	335,154.75	34,570.02	369,724.77
09/01/2018	-	30,816.28	30,816.28
03/01/2019	354,132.22	30,816.28	384,948.50
09/01/2019	-	26,850.00	26,850.00
03/01/2020	361,799.79	26,850.00	388,649.79
09/01/2020	-	22,797.85	22,797.85
03/01/2021	388,809.10	22,797.85	411,606.95
09/01/2021	-	18,443.18	18,443.18
03/01/2022	395,103.43	18,443.18	413,546.61
09/01/2022	-	14,018.03	14,018.03
03/01/2023	420,473.74	14,018.03	434,491.77
09/01/2023	-	9,308.72	9,308.72
03/01/2024	444,872.36	9,308.72	454,181.08
09/01/2024	-	4,326.15	4,326.15
03/01/2025	123,277.49	4,326.15	127,603.64
09/01/2025	-	2,945.44	2,945.44
03/01/2026	123,118.91	2,945.44	126,064.35
09/01/2026	-	1,566.51	1,566.51
03/01/2027	139,866.97	1,566.51	141,433.48
Total	\$3,383,722.37	\$425,818.04	\$3,809,540.41

The interest rate is 2.240%.

**Prepayment of Rentals:**

1. From December 2, 2015, through December 1, 2018, Rentals shall not be prepayable except under the provisions of Section 10.1(b).
2. From December 2, 2018, through December 1, 2019, Rentals shall be prepayable in whole or in part on any Business Day in the amount of 103% of the principal amount being prepaid, plus accrued interest on the principal amount to be prepaid to the prepayment date.
3. From December 2, 2019, through December 1, 2020, Rentals shall be prepayable in whole or in part on any Business Day in the amount of 102% of the principal amount being prepaid, plus accrued interest on the principal amount to be prepaid to the prepayment date.
4. From December 2, 2020, through December 1, 2023, Rentals shall be prepayable in whole or in part on any Business Day in the amount of 101% of the principal amount being prepaid, plus accrued interest on the principal amount to be prepaid to the prepayment date.
5. On and after December 2, 2023, Rentals shall be prepayable in whole or in part on any Business Day in the amount of 100% of the principal amount being prepaid, plus accrued interest on the principal amount to be prepaid to the prepayment date.

Note: 60 days prior written notice is required for any prepayment of Rentals.

**EXHIBIT B TO LEASE PURCHASE AGREEMENT**

**OTHER PROVISIONS**

**Project:** Refinancing of capital improvements including those located on the Land.

**Intended use of Project:** City Hall of the Lessee

**Fiscal Year:** Lessee's Fiscal Year currently begins on January 1 of each year.

**Delivery Date of Lease:** December 2, 2015

**Interest Rate:** The interest portions of Rental Payments are calculated using a per annum interest rate of 2.240% and on the basis of a 360 day year of 12 - 30 day months.

**Initial Purchase Date:** The initial purchase date for purposes of **Section 10.1(a)** is the date of the delivery of this Lease.

**Addresses:** The following addresses shall be used as described in **Section 14.2**, unless changed as described therein:

- (a) If to Lessor: Clayton Holdings, LLC  
8000 Forsyth  
P.O. Box 11309  
St. Louis, Missouri 63105  
Attention: Leasing Department
  
- (b) If to Lessee: City of Parkville, Missouri  
8880 Clark Avenue  
Parkville, Missouri 64152  
Attention: City Administrator

**SCHEDULE 1 TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT**

**DESCRIPTION OF THE LAND**

Lot 13, Parkville Commons, Seventh Plat, a subdivision of land in Parkville, Platte County, Missouri, according to the recorded plat thereof.

---

---

**LEASE PURCHASE AGREEMENT**

**between**

**CLAYTON HOLDINGS, LLC**  
**as Lessor/Grantor**

**and**

**CITY OF PARKVILLE, MISSOURI**  
**as Lessee/Grantee**

---

---

Grantor: 8000 Forsyth, St. Louis, MO 63105 Attn: Leasing Department

Grantee: 8880 Clark Avenue, Parkville, MO 64152

Legal Description may be found on Schedule 1-1.

**INDEX**

**PAGE**

**ARTICLE I**

**DEFINITIONS AND RULES OF CONSTRUCTION**

Section 1.1.	Definitions of Words and Terms .....	1
Section 1.2.	Rules of Construction .....	3
Section 1.3.	Section and Article Headings .....	4
Section 1.4.	Execution of Counterparts .....	4
Section 1.5.	Construction and Enforcement .....	4
Section 1.6.	Severability .....	4
Section 1.7.	Complete Agreement .....	4
Section 1.8.	Accounting Terms .....	4

**ARTICLE II**

**REPRESENTATIONS**

Section 2.1.	Representations by Lessee .....	4
--------------	---------------------------------	---

**ARTICLE III**

**GRANTING PROVISIONS; TERM**

Section 3.1.	Granting of Leasehold .....	6
Section 3.2.	Lease Term .....	6
Section 3.3.	Nonappropriation .....	6
Section 3.4.	Use of Premises .....	6

**ARTICLE IV**

**PROVISIONS FOR PAYMENT OF RENTALS**

Section 4.1.	Rentals .....	6
Section 4.2.	Additional Rent .....	7
Section 4.3.	Rentals and Additional Rent Constitute Current Expense .....	7
Section 4.4.	Rentals and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations .....	7
Section 4.5.	Prepayment of Rentals .....	7
Section 4.6.	Advances .....	7

**ARTICLE V**

**ACQUISITION OF THE PROJECT**

Section 5.1.	Acquisition of the Project.....	8
Section 5.2.	Disclaimer of Warranties.....	10

**ARTICLE VI**

**IMPOSITIONS**

Section 6.1.	Impositions.....	10
Section 6.2.	Contest of Impositions.....	10

**ARTICLE VII**

**INSURANCE; INDEMNITY**

Section 7.1.	Insurance Required.....	10
Section 7.2.	Enforcement of Contract and Surety Bonds.....	11
Section 7.3.	Release and Indemnification.....	12

**ARTICLE VIII**

**ASSIGNMENT AND SUBLEASING**

Section 8.1.	Assignment by Lessor.....	12
Section 8.2.	Assignment and Subleasing by Lessee.....	12

**ARTICLE IX**

**MAINTENANCE, REPAIRS AND MODIFICATIONS**

Section 9.1.	Maintenance, Repairs and Modifications.....	13
Section 9.2.	Liens.....	13

**ARTICLE X**

**LESSEE'S OPTION TO PURCHASE THE PROJECT**

Section 10.1.	Lessee's Option to Purchase the Project.....	13
Section 10.2.	Determination of Fair Purchase Price.....	14

**ARTICLE XI**

**DAMAGE, DESTRUCTION AND CONDEMNATION;  
USE OF NET PROCEEDS**

Section 11.1.	Damage, Destruction and Condemnation.....	14
Section 11.2.	Insufficiency of Net Proceeds.....	15

Section 11.3. Cooperation of Lessor..... 15

**ARTICLE XII**

**DEFAULT PROVISIONS**

Section 12.1. Events of Default Defined..... 15  
Section 12.2. Remedies..... 16  
Section 12.3. No Remedy Exclusive ..... 16  
Section 12.4. No Additional Waiver Implied by One Waiver..... 16

**ARTICLE XIII**

**AMENDMENTS, CHANGES AND MODIFICATIONS**

Section 13.1. Amendments, Changes and Modifications ..... 16

**ARTICLE XIV**

**MISCELLANEOUS**

Section 14.1. Maintenance of Tax Exemption..... 17  
Section 14.2. Notices ..... 18  
Section 14.3. Title to Personal Property ..... 18  
Section 14.4. Security Interest ..... 18  
Section 14.5. Net Lease..... 18  
Section 14.6. No Pecuniary Liability..... 18  
Section 14.7. Access to Premises ..... 18  
Section 14.8. Financial Statements..... 19  
Section 14.9. Title to the Land..... 19  
Section 14.10. Binding Effect..... 19  
  
Signatures and Seals ..... S-1  
Exhibit A - Rental Payment Schedule  
Exhibit B - Other Provisions  
Schedule 1 - Description of the Land

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Thursday, October 29, 2015

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Melissa McChesney  
City Clerk

ISSUE:

Approve a cost share commitment to Main Street Parkville Association (MSPA) in an amount not to exceed \$4,800 for a local match for a Missouri Main Street Connection People Energizing Places (PEP) Grant.

BACKGROUND:

Main Street Parkville Association (MSPA) requests that the City commit to cost share the local match portion of a People Energizing Places (PEP) grant application. The PEP grant is administered by the Missouri Main Street Connection. Mayor Johnston and City Administrator Palmer met with leaders from MSPA and the Parkville Old Towne Community Improvement District (POTMCID) to discuss the program with Keith Winge, Community Development Coordinator of Missouri Main Street Connection. Mr. Winge explained that the purpose of the grant program is to help Missouri Main Street organizations gain additional training and expert guidance to become more effective. Additional information about the program is provided in Attachments 1 and 2.

Missouri Main Street covers 75% of the cost and requires the grantee community to provide a 25% local match in the amount of \$9,600 which covers a two-year program. MSPA requests that the City and POTMCID partner on this grant application and equally share the cost of the local match (\$3,200 per each organization). The grant application is due on November 15, and the POTMCID Board of Directors has not yet acted on the request. In order to ensure that the cost is fully covered, the Board of Aldermen may commit up to half of the cost (\$4,800) in the event that the POTMCID opts not to participate. MSPA Chair Troy Wilson will be present at the meeting on Monday evening to formally present the request and answer questions from the Mayor and Board.

BUDGET IMPACT:

Adequate funding is available in the professional services line of the administration department of the General Fund (10-501.08-02-02) to fund the requested amount of \$4,800. To date, \$31,254.12 has been spent of the \$38,635 budget. Prior to the third work session for the 2016 budget, staff adjusted the 2015 projection for this line item in anticipation of this request.

ALTERNATIVES:

1. Approve the request in an amount not to exceed \$4,800.
2. Approve the request in the amount of \$3,200, contingent upon equal participation by MSPA and POTMCID.
3. Do not approve the request.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

The Finance Committee did not act on this request since the next meeting is not until November 23, 2015. The grant application is due on November 15, 2015, so staff and the Mayor opted to present this request directly to the Board of Aldermen.

---

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen approve a cost share commitment for the local grant match in an amount not to exceed \$4,800.

**POLICY:**

The Purchasing Policy, Resolution No. 10-02-14, allows the Finance Committee to approve all purchases in excess of \$2,500 and less than \$10,000. Although this purchase is below the \$10,000 threshold, Board approval is requested since the Finance Committee has not considered this request.

**SUGGESTED MOTION:**

I move to approve a cost share commitment to Main Street Parkville Association in an amount not to exceed \$4,800 for a local match for a Missouri Main Street Connection People Energizing Places Grant.

**ATTACHMENTS:**

1. People Energizing Places Brochure
2. People Energizing Places Grant Application

*(Note: This application is from the July 2015 grant cycle so some of the dates are inaccurate. Missouri Main Street Connection is currently updating the application for the November grant cycle).*

---

# THE BASIC FACTS

- A comprehensive Main Street program is the most effective downtown economic development tool available.
- Main Street communities at the more advanced Missouri Main Street Tiers out perform those at lower Tiers -- by more than 10 to 1.
- Success comes from hard work, committed volunteers, a plan and assistance and training from Missouri Main Street.



Washington, MO

# WHY PARTICIPATE IN PEP?

Starting and sustaining a Main Street organization can be challenging. Missouri Main Street Connections new People Energizing Places (PEP) Grant can help your Main Street organization gain additional training and expert guidance to become more effective. This new two year program provides individualized training, focused initiatives for sustained revitalization and technical expertise developed to advance the Main Street organization's downtown development.

## PROGRAMMING INCLUDES:

<p>Mini Assessment based upon the Main Street Four Point Approach®</p>	<p>Community Charrette</p>	<p>Technical Service: retail, tourism, historic preservation or small business development</p>	<p>Main Street Four Point® Refresh</p>
<p>New Director Hiring Strategy</p>	<p>Two Year Comprehensive Action Plan Development</p>	<p>Optional Services: Project Financial Packaging, Media Toolkit, Grant Review or Brownfield Consultation</p>	<p>Additional Services for a Fee: Branding, Comprehensive Marketing Plan</p>

People Energizing Places was created out of the need expressed by newer Missouri Main Street communities to access some advanced training and assistance to support the local Main Street effort. Many Affiliate Grant communities have built a Main Street "foundation" and are now ready for the next step. PEP was developed to provide that next step with more advanced training and development.



Excelsior Springs, MO

# HOW TO APPLY

- PEP is an invitation only program so if you have one of these flyers, you have been invited to participate.
- Discuss the program within the Main Street organization and partners.
- PEP is a grant where Missouri Main Street covers 75% of the cost with the community covering 25% of the costs which is currently \$9600 for the two year program.
- Fill out the enclosed application and return it to Missouri Main Street.
- Currently, only 3 communities are being accepted into the program each year.



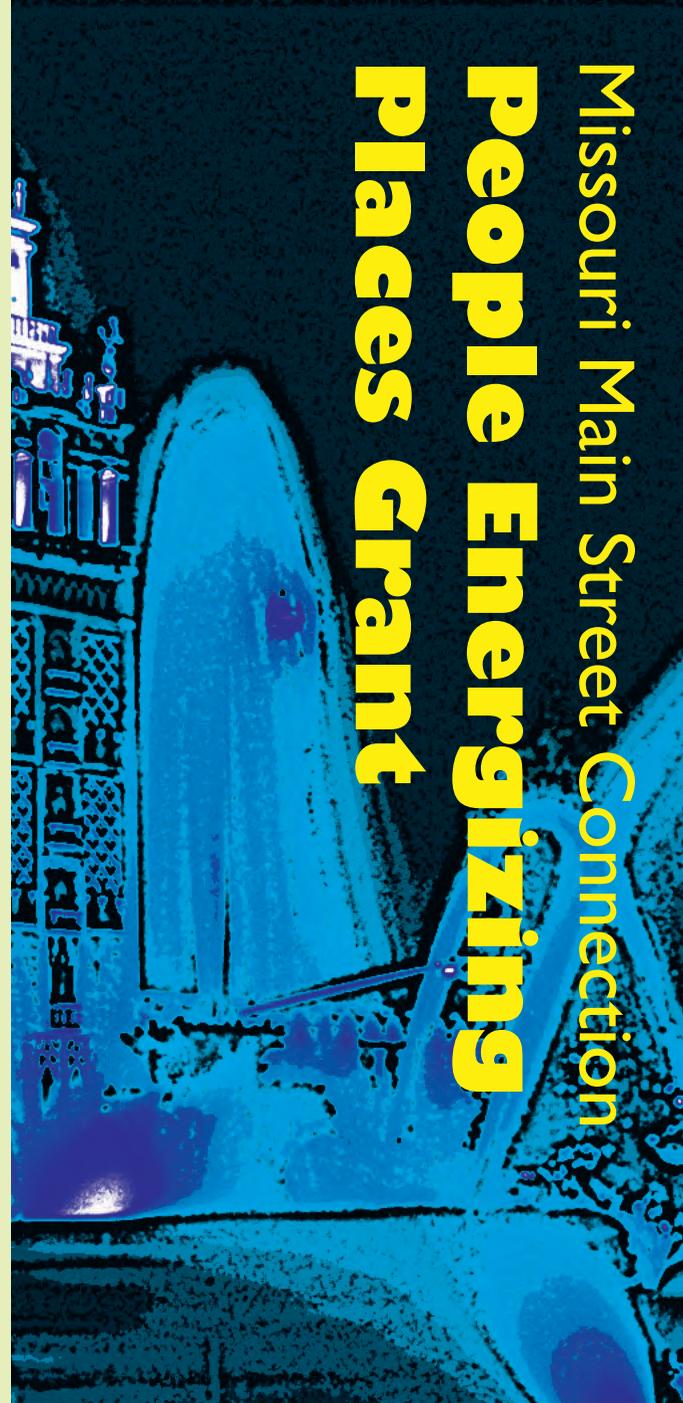
We know you have more questions  
and we have more answers.

Missouri Main Street Connection  
417.334.3014

MOMainStreet.org  
Facebook.com/MissouriMainStreetConnection



Missouri Main Street Connection  
PO Box 1066  
Branson, MO 65615  
417.334.3014



# Missouri Main Street Connection People Energizing Places Grant

This grant is a program of



In partnership with





# PEOPLE ENERGIZING PLACES GRANT PROGRAM AND APPLICATION

## WHY PARTICIPATE IN PEP?

Starting and sustaining a Main Street organization can be challenging. Missouri Main Street Connection's new People Energizing Places (PEP) Grant can help your Main Street organization gain additional training and expert guidance to become more effective. This new two-year program provides specialized training, focused initiatives for sustained revitalization and technical expertise developed to advance the Main Street organization's downtown development.

### PROGRAMMING SERVICES:

#### Mini Assessment based upon the Main Street Four-Point Approach®

Considered one of the most beneficial services, the Mini-Assessment provides the foundation for future growth by identifying the downtown's primary issues, goals, assets and opportunities. This Mini-Assessment will be based upon the National Main Street Four-Point Approach® and the 10-Point Criteria®. The assessment will be used to evaluate the current program, help determine the best course of action, and outline the priorities for the two-year grant period.

#### Community Charrette

Utilizing feedback from the community with a charrette, the two-year grant program will address municipal, organization, business owner, property owner and residential components.

#### Two-Year Comprehensive Action Plan Development

Using the Mini-Assessment and the information gathered at the charrette, a two-year action plan will be developed to reach the outlined goals which may include hiring a downtown Main Street director, project funding plan, economic development strategies, small business consultation/financial counseling or grant reviews.

#### Technical Visits

Two technical visits are included with the grant. Technical visits can include topics related to tourism, historic preservation/tax credits, retail/business consultation or event development/festival training. Technical visits can take the form of a report, consultation or training session. Additional technical visits can be arranged for a fee.

#### New Director Hiring Strategy

Assist in the planning to hire that first director to include outlining funding options, job description creation, employee handbook, new director training and creating an annual review process.

#### Optional Services

- Project Financial Planning/Packaging - creation or review of financing for project or initiative
- Media Toolkit - communications strategies outlining the key messages
- Grant Review - support to identify and strengthen grant applications
- Brownfield Consultation - assistance in working with the state program and identifying funds for assessment and remediation

#### Four-Point® Refresh Training

Training as a refresher for those that have been in the Main Street organization for some time or an introduction to new board or volunteers.

### OPTIONAL SERVICES:

#### Branding/Logo Creation

Establish a branding campaign for the downtown and/or community from information gathered at the community charrette. Services could include logo, tag line, signage, letterhead, event logos, etc. MMSC will work with a highly experienced marketing firm in community revitalization for creation and implementation. Fee: \$10,000

#### Comprehensive Marketing Plan

Research, survey and develop a comprehensive marketing plan utilizing partnerships from the region. A comprehensive marketing plan can provide a road map for marketing the current assets while focusing on target markets and identifying niche markets. This is a fee for services option.

This grant is a program of



In partnership with





# MISSOURI MAIN STREET CONNECTION PEOPLE ENERGIZING PLACES APPLICATION

Missouri Main Street Connection, Inc. (MMSC) is the licensing partner and Main Street Coordinating Program for the State of Missouri with the National Main Street Center. This licensing and coordinating partner agreement identifies Missouri Main Street Connection, Inc. as having the sole discretion to determine whether a community may claim to be part of the Missouri Main Street Program which designates communities through a selection process and determines their status within the Missouri tier system, whether it be Aspiring, Affiliate, Associate, or Accredited.

## CONTENTS

<b>Overview: The Main Street Approach.....</b>	<b>page 2</b>
<b>General Selection Criteria .....</b>	<b>page 3</b>
<b>Instructions .....</b>	<b>page 4</b>
<b>Application .....</b>	<b>page 5 - 7</b>
<b>Attachment Checklist.....</b>	<b>page 8</b>
<b>Resolution of Revitalization Organization .....</b>	<b>page 9 - 10</b>
<b>Commitment to Training Statement .....</b>	<b>page 11</b>

*This grant application contains 11 pages. PLEASE READ THE ENTIRE DOCUMENT BEFORE APPLYING!*

*If you have not received all of them, please contact: Missouri Main Street Connection, Inc.  
Keith Winge at 816-522-4362 or e-mail: [kwinge@momainstreet.org](mailto:kwinge@momainstreet.org)*



# MISSOURI MAIN STREET CONNECTION PEOPLE ENERGIZING PLACES APPLICATION

## **An Overview: The Main Street Approach® to Historic Commercial District Revitalization**

Main Streets are not just collections of old buildings, but the hearts of communities, distinct places, and the roots of our nation. Ignored, abandoned, and otherwise unprotected, they disappear. And with that, so do the souls of the communities – and people. In an age of indistinguishable strip centers and homogenous culture, our historic downtown districts are more important and compelling than ever.

A comprehensive, multifaceted strategy – the Main Street Four-Point Approach® - offers a blueprint for bringing downtowns back to life. The Main Street Approach® applies a historic preservation-based, *volunteer-driven* economic development strategy to grassroots organizations, which yields impressive results in communities of all sizes and in all places. Downtowns in small communities and urban commercial districts have used this cost-effective approach to attract new investment to their districts while reusing the existing building stock and amenities.

This philosophy is not new to you since you already have a Main Street organization underway. The question is how to be more effective and how to connect the community - the people - to the place, your downtown. The Main Street Approach® advocates a return to community self-reliance and the redevelopment of Main Street program areas based on their traditional assets: personal service, local ownership, a unique physical environment and a sense of community. It is an incremental, long-term, total community effort differing in philosophy and effect from capital intensive, quick-fix projects. It is not driven by political goals or agendas, but by the vision and labor of ordinary people who *become extraordinary* – those who are willing to take responsibility for their own present circumstances and the future of their communities.

The Main Street Approach® incorporates activities in four distinctive areas, which sometimes overlap; they combine to build a positive, identifiable image for the revitalization program area.

**ORGANIZATION:** The Main Street Approach® to revitalization is a total community effort. Groups and individuals typically involved in Main Street programs include business people, merchants, property owners, local government, financial institutions, industry, clergy, schools, utilities, residents and civic groups. Building the organization's capacity with enough people, funds and local enthusiasm to implement the program is critical to revitalization success.

**PROMOTION:** Revitalization programs market the district and community through a series of focused, targeted activities such as special events and festivals, which highlight the local culture, art, music, dance and traditions that give each community its unique identity.

**DESIGN:** The physical appearance of a historic commercial district sets it apart from any other. A physically attractive district appeals to shoppers, residents, visitors and potential investors. The Main Street design philosophy is based on the historic preservation ethic and strives to improve the appearance of all physical things in the revitalization program area, including buildings, signs, public art and window displays. Design also includes streets, sidewalks, parks and other public infrastructure.

**ECONOMIC RESTRUCTURING:** The revitalization program is based on the success of existing businesses, and strives to make them better while recruiting new investors to the district who will complement the current business mix. Economic Restructuring analyzes regional and local market forces that impact the district, in order to develop long-term solutions and prepare the district to thrive.



# MISSOURI MAIN STREET CONNECTION PEOPLE ENERGIZING PLACES APPLICATION

## General Selection Criteria

**The following general criteria will be used to evaluate all Missouri Main Street Connection (MMSC) applications.**

- A strong commitment from **local government** and **various private sector organizations** to support the local revitalization program for **a minimum of two years**.
- An adequate local budget and/or evidence of a fundraising commitment to finance the local revitalization program for **a minimum of two years**.
- A commitment by the community to hire **paid staff**. For communities under 5,000 in population, the director must be paid for a minimum of 25 hours per week. For communities over 5,000 in population, the director must be paid for a minimum of 40 hours per week. Salaries should be comparable to other economic development professionals in the area. The Missouri Main Street Connection Board of Directors may grant exemptions for special circumstances following a written request by the program. *No third-party contracts for management services will be accepted.*
- The community must **demonstrate the need for community revitalization**.
- The community must demonstrate the **possibility of change** in the district as a result of participating in the Missouri Main Street Program.
- The community must have a **definable commercial area** with historic architectural resources.
- Evidence of a **local historic preservation ethic** and activity, and the existence of architecturally significant buildings in the revitalization program area currently listed on or may be eligible for the National Register of Historic Places.
- Current **community demographics**, such as the mix of businesses, housing, size and location of the proposed revitalization program district, as related to the entire community.
- The community must commit to supporting a **public-benefit, not-for-profit corporation** designed to serve as the governing body for the local revitalization program, with the commitment to maintain a volunteer board and working committees.
- A commitment by board members, committees, staff and municipal government **to attend training sessions** and workshops conducted by MMSC.
- A commitment by board members, committees, staff and municipal government **to collect and submit quarterly economic data and board minutes to MMSC**.
- A **financial commitment** of \$9,600, payable to Missouri Main Street Connection, Inc. for services provided during a two-year period, beginning when the contract for services is signed by all parties. Total services for the two-year program is valued at \$38,425.



# MISSOURI MAIN STREET CONNECTION PEOPLE ENERGIZING PLACES APPLICATION

## Instructions for Completion of the Application

### PROCESS

On an annual basis, Missouri Main Street Connection (MMSM) accepts applications from communities to participate in the Missouri Main Street Program.

- Applicants are invited to apply for the People Energizing Places Grant by MMSM staff, board of directors or appointed representatives. The applications will be accepted and reviewed once per calendar year.
- The complete written application must be submitted by July 15, 2015.
- On receipt, all applications will be distributed to the members of the Selection Committee.
- The Selection Committee will review and discuss the merits of each application and make their decision. The selection committee may call upon the applicants to submit additional information or ask for explanations on any portion of the application and the support materials.
- The successful applicants will be notified by July 29, 2015 at Missouri's Premier Downtown Revitalization Conference. **All program fees are due upon signing of the contract by representatives of the local revitalization program and the city's Mayor within 30 days of the grant notification.** Plans will be finalized for a formal announcement of the grant within two weeks after all the signatures are in place on the contract.
- MMSM reserves the right to reject all applications in any given year, and postpone selections until the following year.*

### APPLICATION SUBMISSION

Place required signatures in the appropriate locations, and use the checklist at the back of this document to be sure all the necessary support materials are attached. The support materials must be included with each copy of the application.

Assemble the original materials into a 1 1/2 inch three-ring binder with tabbed sections and a table of contents. Make **two (2) additional copies** of the original application and all attachments and assemble them in the exact format as the original, including tabbed sections and table of contents, in three-ring binders.

#### **UPS or FEDEX is recommended for shipping to:**

Missouri Main Street Connection  
Attn: PEP Application Selection Committee  
3044 Shepard of the Hills Expressway, Suite 214  
Branson, MO 65616

Completed applications must be received not later than July 15, 2015 at 5:00 pm in the MMSM office.

If you have any questions about this application, contact: Keith Winge, Community Development Coordinator at 816-522-4362 or e-mail: [kwinge@momainstreet.org](mailto:kwinge@momainstreet.org)



# MISSOURI MAIN STREET CONNECTION PEOPLE ENERGIZING PLACES APPLICATION

## Application Form

Organization Name: \_\_\_\_\_

Organization Address: \_\_\_\_\_  
\_\_\_\_\_

Organization website: \_\_\_\_\_

County: \_\_\_\_\_ MO House District: \_\_\_\_\_ MO Senate District: \_\_\_\_\_

US Congressional District: \_\_\_\_\_

Primary Contact Person for this organization:

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

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of organization:

\_\_\_\_\_ 501(c)3

\_\_\_\_\_ 501(c)6

\_\_\_\_\_ Other (list \_\_\_\_\_)

Year organization formed: \_\_\_\_\_

Number of board members: \_\_\_\_\_

Are you a current member of Missouri Main Street Connection? Yes or No

Are you a current member of National Main Street Center? Yes or No

Board President Contact Information (if not the primary contact)

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

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_



## MISSOURI MAIN STREET CONNECTION PEOPLE ENERGIZING PLACES APPLICATION

*The Missouri Main Street People Energizing Places Grant is not a traditional grant or loan program, but rather a self-help process which is locally initiated, guided and implemented. Participation will require a commitment of time and human resources from the local revitalization program, as outlined in the following items. Please fill in the blanks as indicated and mark the boxes with your answers. **The following items are needed as attachments to the application:***

### **TAB A - Organizational Support and Capacity**

- A. Application form (page 5)
- B. Resolution of the Main Street organization (sample on pages 9-10).
- C. Copy of Articles of Incorporation.
- D. Copy of 501(c)3 or 501(c)6 designation.
- E. Copies of the last six months of board of director meeting minutes.

### **TAB B - Community Commitment.**

- A. Letter of Support from the Mayor.
- B. If municipality is providing any funding for this matching grant, a copy of the resolution.
- C. Letters of Support from the community (minimum of five).
- D. List of board of directors, committee chairs and key stakeholders in the organization and community.  
Include name, occupation, position in the organization, e-mail and phone number.

**TAB C** - *The Missouri Main Street program does not offer financial grants to the participating downtown revitalization communities in Missouri, nor to the People Energizing Places participants. As noted in application document, extensive technical assistance and training will be provided by MMSC as its share of the Matching Grant and contracted downtown revitalization consultants may be brought in to assist with training and paid for by MMSC. The local revitalization organization or the local sponsor must provide funds to cover certain expenses, as outlined below.*

**A. Program Funding.** As a revitalization program participant, the community will be making a long-term commitment towards establishing and funding a revitalization organization with a paid professional staff. ***Please do not apply for this grant program if your organization and city government are not willing to make at least a two-year commitment to sustaining the organization and conducting a local campaign to fund your program as a public-private partnership.***

***Please attach the current year budget, and the projected budgets for the next two years. Please be sure to indicate your fiscal year.***



# MISSOURI MAIN STREET CONNECTION PEOPLE ENERGIZING PLACES APPLICATION

## Identification of Payers for the 25% cost share.

Select A, B or C below. Check only ONE of the boxes:

- A.  If your revitalization organization will be paying all of \$9,600 cost share for this grant, please check this box and provide name of the organization\_\_\_\_\_
- B.  If the city or some other organization will be paying all of the \$9,600 cost share for this grant, please check this box and provide name of the city\_\_\_\_\_
- C.  If the city and some other organization will be splitting the \$9,600 cost share for this grant (FOR EXAMPLE: the city is paying \$4,800 and your revitalization group is paying \$4,800) please check this box and provide *name of the city*\_\_\_\_\_ **and** *name of the organization*\_\_\_\_\_.

## B. Workshops and Conferences.

1. Your board and volunteers must commit to attend at least two **off-site** training workshops and conferences. Your organization or the individuals attending will be required to cover the costs associated with registration fees, travel, meals and lodging for the persons from your community attending these off-site events. Regional board training meetings are optional, and you will be excused from the registration fee, but you will be responsible for the travel, meals and lodging for those meetings.
2. Your local sponsoring organization will be responsible for all meeting arrangements scheduled within your community, and to cover the costs associated with:
  - rental of meeting room facilities for the workshops and cost of refreshments for participants
  - any costs you choose to undertake for advertising or promoting the workshops locally.

***Please attach a workshop and training commitment letter signed by the entire board of directors. Guidelines and further information for the commitment letter are on page 11.***

3. As part of the grant component provided by the Missouri Main Street Program, speaker's fees, travel and lodging costs, and educational materials used during each on-site workshop are free-of-charge to your organization and the workshop participants.

**TAB D - Answer the following questions on a separate sheet of paper and include under TAB D. It is important to answer these questions as a board of directors or the executive team.**

- A. Describe your organization's history in 300 words or less.
- B. What are three projects or initiatives the organization has done in its history? Describe each briefly.
- C. Is the program growing, stagnant or declining? Explain why?
- D. What Main Street or historic preservation training has any member of the organization attended in the last two years?
- E. Are you currently compliant with your by-laws? If not, what is not in compliance?
- F. Why should you be chosen to participate in the People Energizing Places Grant?



# MISSOURI MAIN STREET CONNECTION PEOPLE ENERGIZING PLACES APPLICATION

## Attachment Checklist

**Make sure all the required forms and attachments are included with your application.** Please indicate with a check mark each item you are submitting. If an item is *not* applicable to your organization, write *n/a* on the line. Please file your application documents in this order within the binders you submit to MMSC.

### **TAB A**

- Application (page 5)
- Resolution of the Main Street organization (sample on page 9)
- Copy of the organization's Articles of Incorporation
- Copy of 501(c)3 or 501(c)6 designation
- Copies of the last six months of board of director meeting minutes

### **TAB B**

- Letter of support from the Mayor
- Copy of city's resolution if funding is being provided
- Letters of support from the community (minimum 5 letters)
- List of board of directors, committee chairs and key stakeholders

### **TAB C**

- Current year budget and projected budget for next two years
- Copy of page 7 with Program Funding options completed
- Workshop and training commitment letter signed by entire board of directors (sample on page 11)

### **TAB D**

- Attach answers to the questions on page 7 (maximum of 3 pages, single spaced, one-sided.)

***Reference page 4 for submission instructions.***

# Resolution of the Revitalization Organization

We the undersigned have Resolved, by majority vote of the Board of Directors of \_\_\_\_\_, to make a commitment during the two-year grant period as (the revitalization organization's name) described in the People Energizing Places (PEP) Grant application.

We want to further develop our downtown revitalization efforts through the training and guidance provided by Missouri Main Street Connection through the People Energizing Places Grant.

We understand that our organization must actively participate through the grant by attending on-site training and consultations. This includes board members, committee/team chairs and volunteers.

We have agreed to meet the attendance requirements for each of the *on-site service visits* provided in our community by MMSC as described in the PEP application.

We understand that the PEP grant program is a two-year commitment of focused energy to help develop specialized skills to build a more effective and efficient revitalization program.

We believe that local government support, volunteer support, and financial support exist in our community to support a successful revitalization effort.

We, as the organization's representatives, commit to enlisting volunteers and raising the funds necessary for sustaining the revitalization effort.

We have agreed to meet to attend at least two off-site training workshops and conferences each year as outlined in the PEP application for the two-year period of this grant.

1. \_\_\_\_\_  
(print full name) (position) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

phone: \_\_\_\_\_ (phone # required for at least two of the signers)

2. \_\_\_\_\_  
(print full name) (position) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

phone: \_\_\_\_\_ (phone # required for at least two of the signers)

3. \_\_\_\_\_  
(print full name) (position) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

4. \_\_\_\_\_  
(print full name) (position) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

*By signing this Resolution, we understand that Missouri Main Street Connection does not offer financial grants to the designated Affiliate communities. If the complete application is approved and signed, extensive on-site technical assistance and training will be provided from Missouri Main Street Connection as its 75% cost share of the grant. It is also understood that the city or a local revitalization organization will provide the 25% cost share of the grant if the application is approved.*

See next page →

# Resolution of the Revitalization Organization

**Signatures of two city officials are required as an endorsement of the Revitalization Organization's Resolution:**

1. \_\_\_\_\_, Mayor \_\_\_\_\_  
(print full name) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

2. \_\_\_\_\_, City Council Member \_\_\_\_\_  
(print full name) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

\_\_\_ Yes or \_\_\_ No The municipality is providing funding for this grant.

*By endorsing the Revitalization Organization's Resolution, we understand that Missouri Main Street Connection does not offer financial grants to the designated communities. If the complete application is approved and signed, extensive on-site technical assistance and training will be provided from Missouri Main Street Connection as their 75% cost share of the grant. It is also understood that the city or a local revitalization organization will provide the 25% cost share of the grant if the application is approved.*

**A copy of this Resolution and the Endorsement with signatures on both pages must accompany the People Energizing Places Grant application.**

## **Commitment of the Board of Directors and members to education and training in the Main Street Approach® to Revitalization.**

*The education and training of downtown/neighborhood leaders is critical to the success of the local revitalization planning and implementation process.* Please read carefully the components below that indicate your community's commitment to the education, training and benchmarks necessary for development. The following are **minimum** time commitments for the local revitalization staff/director, board, officers and committee members during the two-year grant period.

- Adopts budgets, develops work plans and sets benchmarks within the first six months.
- Staff orientation anytime staff turnover occurs, if applicable.
- Orientation for new board members and officers of the organization. (Generally this is achieved by their attendance at the Basic Training workshops during the state conference.)
- **Yearly attendance at two or more officially recognized Main Street workshops/conferences conducted annually off-site** from your community. The four officially recognized sessions:
  1. A regional Missouri Main Street workshop in the spring, which includes a variety of special topics, determined in advance by the needs of the local revitalization programs.
  2. National Main Street Conference – conducted in different states each year, generally in the spring. The sessions provide new programs and mature programs with many opportunities for expanding their knowledge and networking with other revitalization program members.
  3. Missouri's Annual Premier Revitalization Conference, "Get Plugged in...Downtown," is a slightly downsized version of the National Conference and generally held in July.
  4. A regional Missouri Main Street workshop in the fall, generally scheduled in November.
- **Attendance is mandatory for your organization's leadership team at all of the training sessions conducted on-site in your community during the two-year grant period**, as described in the Program Services. At least 70% of your leadership team (board of directors and committee chairs/team leaders) must be in attendance.
- Please describe your leadership/volunteers' willingness to attend the training sessions (both off-site and on-site) described in this section. **(Tab C)** Please do not apply unless a broad-based segment of the community is willing to make the required time commitment. Every effort will be made to keep registration costs for the off-site training workshops to a minimum. Please note it is the responsibility of the local program or the individuals attending to cover their travel, lodging and meal costs during the off-site workshops.

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Thursday, October 28, 2015

Prepared By:  
Lauren Palmer  
City Administrator

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

#### ISSUE:

Adopt an ordinance to approve a professional services agreement with Zerger & Mauer, LLP for special legal counsel services.

#### BACKGROUND:

On June 16, 2015, the Board of Aldermen approved a professional services agreement with Williams & Campo, P.C. (Chris Williams) for special legal counsel services related to economic development of properties located at the intersection of Route 45 and I-435 that are subject to annual Neighborhood Improvement District (NID) assessments. The city attorney declared a conflict of interest because the Stinson Leonard Street law firm represents one of the delinquent property owners, Blue Valley Investment Corporation. Although the city attorney previously provided general advice about the NID properties as a whole, the City has various legal needs and options that are specific to delinquent owners. Therefore, the City engaged special legal counsel to advise the City on its range of options related to prompting payment of the assessments through economic development or legal action.

Because some of the city's options may involve litigation, Mr. Williams advised that the City engage legal counsel with experience in litigation in Platte County. Staff recommends engaging Zerger & Mauer, LLP for this matter (Heather Zerger and Steve Mauer). Ms. Zerger and Mr. Mauer previously defended the city in the matter of *Agnes J. Otjen v. City of Parkville, Missouri* which involved two parcels in the Brush Creek Drainage NID. They are already familiar with the legal and financial background of the NIDs and will therefore be able to quickly engage in this work to efficiently advise the City. Zerger & Mauer, LLP was selected as the defense team for the Otjen lawsuit following a competitive process. Mr. Williams will not duplicate services provided by Zerger & Mauer but will continue to be available on an on-call basis to advise on economic development needs for any matters for which the city attorney has a conflict.

#### BUDGET IMPACT:

The proposed professional services agreement establishes hourly compensation rates and a not-to-exceed amount of \$15,000, without prior written authorization from the City. Funds of \$60,000 are budgeted in the legal services-litigation line of the General Fund – Administration Department (10-501-08-01-01). To date, \$6,021.25 has been spent so there is adequate capacity for the compensation anticipated under this agreement.

#### ALTERNATIVES:

1. Approve an ordinance to authorize a professional services agreement with Zerger & Mauer, LLP for special legal counsel services related to the Brush Creek Drainage and Brink Meyer Neighborhood Improvements Districts.
  2. Authorize the agreement subject to requested changes.
  3. Direct staff to conduct a formal RFQ/P process to identify special counsel.
  4. Do not approve the agreement and provide alternative direction to staff.
  5. Postpone the item.
-

FINANCE COMMITTEE RECOMMENDATION:

The Finance Committee did not act on this agreement since the next meeting is not until November 23, 2015. In the interest of time, staff opted to present this agreement directly to the Board of Aldermen.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve an ordinance to engage Zerger & Mauer, LLP for special legal counsel services related to the Brush Creek Drainage and Brink Meyer Neighborhood Improvements Districts.

POLICY:

State statute (RSMo 79.230) requires that special counsel must be engaged by approval of an ordinance.

SUGGESTED MOTION:

I move to approve Bill No. 2856, an ordinance authorizing a professional services agreement with Zerger & Mauer, LLP for special legal counsel services, on first reading.

I move to approve Bill No. 2856 on second reading by title only to become Ordinance No. \_\_\_\_.

ATTACHMENTS:

1. Ordinance
  2. Professional Services Agreement
-

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ZERGER & MAUER, LLP FOR SPECIAL LEGAL COUNSEL SERVICES**

WHEREAS, the City requires professional services for legal assistance related to the Brush Creek Drainage Neighborhood Improvement District and the Brink Meyer Road Neighborhood Improvement District; and

WHEREAS, Zerger & Mauer, LLP has demonstrated the necessary expertise, experience, availability and personnel to provide the services needed; and

WHEREAS, RSMo § 79.230 allows the Mayor and Board of Aldermen of fourth class municipalities in Missouri, by ordinance, to employ special counsel to represent the city, either in the case of a vacancy in the office of city attorney or to assist the city attorney; and

WHEREAS, the city attorney has declared a conflict of interest with representing the city in certain legal matters related to the Brush Creek Drainage Neighborhood Improvement District and the Brink Meyer Road Neighborhood Improvement District, therefor equating to a vacancy.

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

SECTION 1. The City of Parkville, Missouri hereby approves the Legal Professional Services Agreement with Zerger & Mauer, LLP attached hereto and incorporated herein as Exhibit A.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Legal Professional Services Agreement.

SECTION 3. This ordinance shall become effective upon passage and approval.

PASSED and APPROVED this 2<sup>nd</sup> day of November 2015.

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

ATTESTED:

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

## LEGAL PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 2<sup>nd</sup> day of November, 2015 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Zerger & Mauer LLP ("Service Provider").

WHEREAS, the City requires professional services for legal assistance related to the Brush Creek Drainage Neighborhood Improvement District and the Brink Meyer Road Neighborhood Improvement District ("Project"); and

WHEREAS, Service Provider has demonstrated the necessary expertise, experience, availability 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 professional legal 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 requested by the City in connection with the collection of delinquent assessments and related economic development matters for the Brush Creek Drainage and Brink Meyer Road Neighborhood Improvement Districts.
- 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, with mutual consent from the Service Provider. 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:
  - i. Services will be billed on the basis of a rate for each lawyer and legal assistant engaged in providing the Services, multiplied by the number of hours (or fractions thereof, in increments of one-fourth of one hour) devoted to the rendering of Services by each such lawyer or legal assistant, in accordance with the following hourly rates: Steven E. Mauer – three hundred dollars (\$300); Heather S. Esau Zerger – two hundred fifty dollars (\$250); Jessica B. James – one hundred seventy-five dollars (\$175); Liz Crotty – one hundred sixty dollars (\$160).

- ii. In providing the Services, the Service Provider will attempt to utilize those lawyers and legal assistants having the lowest hourly billing rates commensurate with the legal knowledge and level of experience required.
  - iii. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, travel time, transportation, postage, etc. Service Provider is eligible for reimbursement at-cost, with no mark-up, for client disbursements necessary to perform the authorized scope of work. Client disbursements may include, but are not limited to, fees for service of process, court filing fees, deliveries, bulk mailings, outside photocopying, computer-assisted research (e.g. Westlaw), etc.
  - iv. Service Provider agrees not to exceed total billings in this matter of fifteen thousand dollars (\$15,000) without express written permission from the City in advance.
- B. Service Provider shall submit an itemized invoice to the City monthly 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. Service Provider shall endeavor to submit its itemized invoice by the fifteenth day of each month. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 60 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 ten 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. Service Provider and City will mutually agree to a schedule for the Services, and Service Provider will promptly notify the City of any delays. Service Provider will work to promptly resolve issues that are causing delays. Service Provider will meet all deadlines established by the court in any legal proceedings.
- 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 be subject to the terms and limitations of the insurance required by Section VI. of this Agreement and 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 A.

**VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL**

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

**VIII. OWNERSHIP OF WORK PRODUCT**

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

**IX. RELATIONSHIP OF THE PARTIES**

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**X. NOTICES**

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

[lpalmer@parkvillemo.gov](mailto:lpalmer@parkvillemo.gov)

- A. Notices sent by the City shall be sent to:  
Heather Zerger  
Zerger & Mauer, LLP  
1100 Main St., Suite 2100  
Kansas City, MO 64105  
[hezgerger@zergermauer.com](mailto:hezgerger@zergermauer.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 reasonable satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- D. Notwithstanding Article XI, Paragraph B, Service Provider may terminate this Agreement for cause by giving at least thirty (30) days written notice to the City. Cause for termination includes any reason consistent with ethical rules, including conflicts of interest, or the failure to correct breach of this Agreement following a minimum of thirty (30) days' notice and the opportunity to cure. The City shall compensate Service Provider for the Services that have been completed to the City's reasonable satisfaction as of the date 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: \_\_\_\_\_

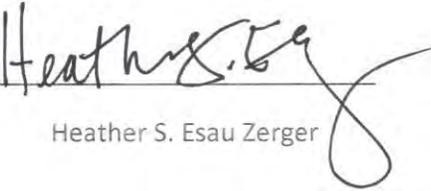
Nanette K. Johnston, Mayor

ATTEST:

\_\_\_\_\_

Melissa McChesney, City Clerk

ZERGER & MAUER, LLP

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

Heather S. Esau Zerger

## EXHIBIT A

### 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.

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Wednesday, October 28, 2015

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

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Adopt an ordinance approving the replat of Lot 1, Cider Mill Farm First Plat. Case PZ15-15; Applicant, Double Eagle Builders, LLC.

BACKGROUND:

The Replat of Lot 1 of Cider Mill Farm First Plat proposes to split the 0.68 acre Lot 1 into two properties. Lot 1 is located at the northwest corner of Apple Blossom Lane and National Drive. The Cider Mill Farm First Plat was first approved by the Board of Aldermen via Ordinance No. 2428 on May 20, 2008. Lot 1 has never been developed and the owner seeks to replat the property to reduce the size of Lot 1, leaving the balance of the acreage as open space in a new Tract F that would separate Lot 1 from National Drive. Per the Cider Mill Farms First Plat, all lettered lots are reserved as open space and will be maintained by The National Homeowners Association. The replat does not affect any existing utility easements and no new easements, utilities or other public improvements are required or proposed. With the exception of private lateral lines, all other public improvements have previously been completed.

The subject site is zoned "R-2" Single-family Residential and is part of the Community Unit Plan (CUP) for The National Golf Club of Kansas City. Staff reviewed the proposed plat against the requirements of the R-2 district and other applicable zoning and subdivision regulations. The plat meets all applicable requirements. Staff also reviewed the plat against the previously approved final plat for Cider Mill Farm First Plat. The Cider Mill First Plat was originally approved with a reduction in front-yard setback from 25 feet to 20 feet. The replat proposes to maintain the 20 foot setback consistent with the other lots in the original plat. Staff concluded the replat is in substantial compliance with the previously approved plat and is consistent with the overall concept for The National Golf Club's CUP.

The area to be replatted is subject to the covenants and restrictions for Cider Mill Farm. Staff confirmed that the proposed replat has been approved as compliant with all covenants and restrictions and is authorized by The National Homeowners Association.

The applicant has stated that this item is time sensitive and requests the Board approve both readings of the ordinance at the same meeting to expedite the application. Since Lot 1 is a previously platted lot and the replat would not create any additional units and there are not changes to easements or rights-of-way, expediting the application as requested does not have any negative impact.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

Staff determined that the proposed revisions are substantially consistent with the previously approved preliminary and final plats, requiring only Board of Aldermen approval.

**STAFF RECOMMENDATION:**

Staff recommends approving the proposed final plat as submitted.

**BUDGET IMPACT:**

With the exception of application and permit fees collected and costs for inspections, there is no immediate budget impact. Long-term impacts would be realized from property taxes collected. It should be noted that the property is part of the River Park Project Neighborhood Improvement District. The proposed changes will have no net change to the NID or NID assessments if approved. The reduction of Lot 1 will reduce the NID assessments for that property and the assessments for the balance of the property which would become Tract F would be the responsibility of National Homeowners Association.

**ALTERNATIVES:**

1. Approve the final plat subject to conditions, as recommended.
2. Approve the plat subject to other stated conditions.
3. Deny the application.
4. Postpone consideration.

**POLICY:**

Per Parkville Municipal Code Section 505.030, all plats must be approved by the Board of Aldermen prior to recording. The Board of Aldermen must approve two readings of the ordinance to become effective. Rule 5, *Agendas*, of the Board's adopted Rules of Order, states "*The first reading of an ordinance will be read on the action agenda and the second and final reading will be read the next subsequent meeting on the consent agenda, unless the item is a time-sensitive matter in which it may be approved during the same meeting.*"

**SUGGESTED MOTION:**

I move to approve Bill No. 2857, an ordinance approving the Replat of Lot 1, Cider Mill Farm First Plat, on first reading.

I move to approve Bill No. 2857 on second reading by title only to become Ordinance No. \_\_\_\_.

**ATTACHMENTS:**

1. Ordinance for the Replat of Lot 1, Cider Mill Farm First Plat, including the Replat of Lot 1, Cider Mill Farm First Plat attached as Exhibit A.

**ADDITIONAL EXHIBITS BY REFERENCE:\***

1. "R-2" Single-Family Residential District Regulations - <http://ecode360.com/27901225>
2. Parkville zoning code in its entirety - <http://www.ecode360.com/PA3395-DIV-05>
3. Parkville Subdivision Regulations - <http://ecode360.com/27903031>
4. Parkville Master Plan - <http://parkvillemo.gov/departments/community-development-department/master-plan/>

\* Hard copies of referenced materials may be provided on request.

**AN ORDINANCE APPROVING THE REPLAT OF LOT 1, CIDER MILL FARM FIRST PLAT**

WHEREAS, the Final Plat of Cider Mill Farm First was approved by the Board of Aldermen via Ordinance 2428 on May 20, 2008; and

WHEREAS, Double Eagle Builders, LLC submitted an application (PZ15-15) to replat Lot 1, reducing the size of Lot 1 and creating a new Tract F; and

WHEREAS, Tract F will be maintained by The National Home Owners Association as open space; and

WHEREAS, Lot 1 has never been developed, the replat does not affect existing utilities, and no new easements, utilities or other public improvements are required or proposed, and with the exception of private lateral lines, all other public improvements have previously been completed;

WHEREAS, staff has reviewed the application and found that the proposed lot meets all applicable City regulations; and

WHEREAS, The National Home Owners Association has reviewed the replat and determined that it is compliant with the covenants and restrictions for the subdivision.

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

SECTION 1. *The Replat of Lot 1, Cider Mill Farms First Plat, a subdivision in Section 26, Township 51 North, Range 34 West, Parkville, Platte County, Missouri, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.*

SECTION 2. All easements and City improvements have previously been accepted and no new easements or improvements are dedicated on the replat or hereby accepted.

SECTION 3. The City Clerk is hereby directed to have said plat recorded in the office of the Platte County Recorder of Deeds following execution.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval by the Board of Aldermen.

PASSED and APPROVED this 2<sup>nd</sup> day of November 2015.

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

ATTESTED:

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

