



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

**REVISED BOARD OF ALDERMEN**

Regular Meeting Agenda  
CITY OF PARKVILLE, MISSOURI  
Tuesday, November 17, 2015 7:00 pm  
City Hall Boardroom

**Next numbers: Bill No. 2858 / Ord. No. 2827**

**1. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance

**2. CITIZEN INPUT**

**3. MAYOR'S REPORT**

**4. CONSENT AGENDA**

- A. Approve the minutes for the November 2, 2015, regular meeting
- B. Approve the minutes for the November 2, 2015, work session
- C. Receive and file the October Municipal Court report
- D. Receive and file the crime statistics for January through September 2015
- E. Receive and file the financial report for the month ending October 31, 2015
- F. Approve the second 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
- G. Approve accounts payable from October 28 to November 10, 2015
- H. Approve Resolution No. 11-02-15 employing Jason Rendell as a full-time laborer for the Parks Division of the Public Works Department

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

**5. ACTION AGENDA**

- A. Approve the final design and authorize completion of construction documents and solicitation of bids for the English Landing Park restrooms and Parks storage facility (Public Works)
- B. Approve the first reading of an ordinance to amend Parkville Municipal Code Chapter 400 to define microbrewery, microdistillery, and microwinery uses and to amend Chapter 470 to allow the uses by conditional use permit – Case PZ15-33 (Community Development)

**6. STAFF UPDATES ON ACTIVITIES**

- A. Community Development
  - 1. QuikTrip

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

**8. EXECUTIVE SESSION**

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

**9. ADJOURN**

General Agenda Notes:

The agenda closed at noon on November 12, 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 17, 2015.

**1. CALL TO ORDER**

A regular meeting of the Board of Aldermen was convened at 7:00 p.m. on Monday, November 2, 2015, at City Hall located at 8880 Clark Avenue, Parkville, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Kari Lamer	- present
Ward 1 Alderman Diane Driver	- present
Ward 2 Alderman Jim Werner	- present
Ward 2 Alderman Dave Rittman	- present
Ward 3 Alderman David Jones	- absent with prior notice
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 led the Board in the Pledge of Allegiance to the Flag of the United States of America.

**2. CITIZEN INPUT**

Mayor Johnston recognized members of Boy Scouts of America Troop 444 in the audience who were working on their Citizenship in the Community merit badge.

**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**

Mayor Johnston presented the proclamation to Branch Manager Eric Bullock and Assistant Branch Manager Staci Hisle-Chaudri, Parkville branch 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

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTION FOR EACH ITEM, AS PRESENTED.** ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, LAMER, RITTMAN AND SPORTSMAN. MOTION PASSED 7-0.

## 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**

City Administrator Lauren Palmer stated that financing was issued in 2002 for the new city hall and other projects and the refunding would take advantage of interest cost savings when the Certificates of Participation, Series 2006, became callable in 2016. Palmer added that the final transaction would take place on December 2

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER 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.** ALL AYES; MOTION PASSED 7-0.

- B. **Approve a cost share commitment to Main Street Parkville Association for a Missouri Main Street Connection People Energizing Places Grant**

Keith Winge, Missouri Main Street Connection (MMSC) Community Development Coordinator, stated that the Main Street Parkville Association (MSPA) sought their services to help improve the organization and verify it was being as effective as possible. He said the program helped communities revitalize older commercial districts and it was the only nationwide revitalization program. Winge explained the MMSC identified that the People Energizing Places grant, a two-year program that provided training and guidance, was the best fit for the MSPA. The final result would be an action plan to be administered by the MSPA.

Troy Wilson, MSPA Board of Directors Chair, said the Parkville Old Towne Market Community Improvement District (POTMCID) had not approved its share of the grant funding required, but verbal verification was included in MSPA minutes. The Board discussed concerns about the POTMCID not approving its share of the grant funding and which amount should be approved. Mayor Johnston noted that she asked staff to include the \$4,800 in the motion to show the City's commitment for the grant application.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO **APPROVE A COST SHARE COMMITMENT TO MAIN STREET PARKVILLE ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$3,200 FOR A LOCAL MATCH FOR A MISSOURI MAIN STREET CONNECTION PEOPLE**

**ENERGIZING PLACES GRANT.** BY ROLL CALL VOTE, AYES: WYLIE, WERNER AND SPORTSMAN; NOES: PLUMB, DRIVER, LAMER AND RITTMAN. MOTION FAILED 3-4.

IT WAS MOVED BY ALDERMAN LAMER AND SECONDED BY ALDERMAN DRIVER 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.** BY ROLL CALL VOTE, AYES: PLUMB, DRIVER, LAMER AND RITTMAN; NOES: WYLIE, WERNER AND SPORTSMAN. MOTION PASSED 4-3.

**C. Adopt an ordinance to approve a professional services agreement with Zerger & Mauer, LLP for special legal counsel services**

City Administrator Lauren Palmer explained that Chris Williams, Williams & Campo, P.C, advised the City that it would need additional legal advice outside of his expertise regarding the Brush Creek Drainage and Brink Meyer Road Neighborhood Improvement Districts (NID) assessments. Zerger & Mauer, LLP defended the City on the Otjen lawsuit and was familiar with the NID issue. Palmer noted that Zerger & Mauer was engaged through a competitive process in 2013 and their services would not duplicate the services provided by Chris Williams.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER APPROVE BILL NO. 2856, AN ORDINANCE **AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ZERGER & MAUER, LLP FOR SPECIAL LEGAL COUNSEL SERVICES,** ON FIRST READING. ALL AYES; MOTION PASSED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER APPROVE BILL NO. 2856 ON SECOND READING BY TITLE ONLY TO BECOME ORDINANCE NO. 2825. ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, LAMER, RITTMAN AND SPORTSMAN. MOTION PASSED 7-0.

**D. Adopt an ordinance to approve the replat of Lot 1, Cider Mill Farm First Plat – Case PZ15-15; applicant, Double Eagle Builders, LLC**

Assistant City Administrator/Community Development Director Sean Ackerson stated the request was to split Lot 1, located at the northwest corner of National Drive and Apple Blossom Lane, which was part of the River Park NID that was never developed. The owners proposed reducing the size of Lot 1 and the remainder of the property would be open space to be maintained by the National Homeowner's Association. Ackerson added that the replat only changed who paid the assessments for the NID, not the amount collected.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE BILL NO. 2857, AN ORDINANCE **APPROVING THE REPLAT OF LOT 1, CIDER MILL FARM FIRST PLAT,** ON FIRST READING. ALL AYES; MOTION PASSED 7-0.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO APPROVE BILL NO. 2857 ON SECOND READING BY TITLE ONLY TO BECOME ORDINANCE NO. 2826. ALL AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WERNER, DRIVER, LAMER, RITTMAN AND SPORTSMAN. MOTION PASSED 7-0.

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

**A. Police**

Police Chief Kevin Chrisman provided an update on deer counts, noting that the hunt began on September 15 and the numbers were down from 2014.

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

Alderman Plumb noted that he attended the Parkville Chamber of Commerce strategic planning session the prior week.

Alderman Sportsman requested information about the attendance and the Route 9 Corridor Study public meeting and City Administrator Lauren Palmer noted that attendance was comparable to first meeting in August.

Alderman Driver said the Nature Sanctuary Ghost Stories event was successful. Palmer thanked the Streets crew that volunteered for the event.

**8. ADJOURN**

**IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN DRIVER TO ADJOURN THE NOVEMBER 2, 2015, REGULAR BOARD MEETING AT 7:55 P.M. ALL AYES; MOTION PASSED 7-0.**

The minutes for Monday, November 2, 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 seventeenth day of November 2015.

Submitted by:

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City Clerk Melissa McChesney

Acting President Marc Sportsman opened the work session at 5:34 p.m. on November 2, 2015, at City Hall located at 8880 Clark Avenue, Parkville. In attendance were aldermen Greg Plumb, Douglas Wylie, Jim Werner, Diane Driver, Kari Lamer and Dave Rittman.

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  
Alan Schank, Streets Division Director of Operations  
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 said the main focus of the work session was the Transportation Fund, but would also include a review of changes to the General Fund; the presentation is attached as Exhibit A. Palmer reviewed changes that were made to the Capital Improvement Program (CIP) which included correcting the error in the Police Department budget forecast sheet but there were no significant changes.

Palmer reviewed impacts to other funds, noting that the English Landing Park restroom project included funding from several sources. The Transportation Fund capital outlay included funds to replace a Street truck and associated equipment. Palmer added that there were nine trucks in the fleet and two were replaced in 2015 to catch up with the nine year replacement cycle. Another project included the purchase of a ditch bank mower and associated attachments, to mow right-of-way and medians, which would be carried forward to 2016. Palmer added crack sealing was reduced slightly for 2016 because the partnership with Weatherby Lake helped to complete the backlog from prior years. The street striping would double for 2016 and curb and sidewalk and mill and overlay were increased slightly from 2015. Palmer said that more had been spent in 2015 than the past three years on core maintenance projects. She added the emphasis of the 2016 budget was to improve Transportation Fund funding and core maintenance services.

Palmer addressed Board questions from the October 27 work session regarding the cost to replace all the streets that needed to be fixed. She said the 2015 street ratings were grouped in categories and numbers were associated with maintenance for each category. An infusion of approximately \$8.5 million would fix everything, except full-depth replacements. Palmer added that the cost of full replacement would be more than if the streets were not maintained over the life of the streets.

Palmer provided highlights of the Transportation Fund, noting that sales taxes, a major funding source, performed well and more revenue was received from the Platte County transportation sales tax than anticipated. The strategy for the Transportation Fund was to reduce the transfer to the General Fund, which had been reduced by approximately \$115,000 since 2014. Palmer said that no major operating adjustments were recommended.

Palmer said changes to the General Fund made since the October 27 work session included adjustments to the 2015 projections, the addition of professional fees for the Main Street Parkville Association grant cost share on the regular November 2 Board of Aldermen meeting agenda, and the addition of approximately \$17,000 for late year-end hiring. Palmer said that the 2016 budget was reduced by \$3,600 and included full staffing throughout the year. Other changes included eliminating funding for the Recycling Extravaganza and correcting the error in the Police Department CIP.

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Palmer provided recommendations on how to budget the General Fund. She noted that for personnel some aldermen felt that funding for full staff was important and others felt staff should budget for some vacancies. The first option for addressing the issue was to continue budgeting at 100 percent staffing and at the end of 2016 decide on how to spend the carryover the following year. The benefit of the option was that there would be a better picture of revenues at the end of the year but the downside was that some projects would have to wait until the following year. The second option was for tighter budgeting and to reduce the General Fund by a suggested \$50,000 to deflect money to street maintenance. Palmer said the reduction might include some level of personnel vacancies and there would be riskier budgeting decisions on commodity spending. The third option, which was recommended by staff and was a compromise to the other options, was to continue staffing at 100 percent and to postpone the mill and overlay project to July. The option would allow a full six-month picture of personnel savings that could be redirected to the mill and overlay program. The personnel savings from the second half of the year would be carried over to 2017. Palmer also said the option would be carried out by short-paying the monthly transfer payments from the Transportation Fund to the General Fund for the second half of 2016. She added that the Board could adopt a resolution during the budget process to show its intent for the option. Palmer said that there are routine savings in other areas but staff was reluctant to use those funds because of unknown costs.

The Board questioned staff about the reason behind pushing the mill and overlay program back one month to July. Palmer responded that it was easier to package the bid for the full amount of the project and it would influence which streets could be included. Streets Division Director of Operations Alan Schank said that better pricing might be received if more streets were included in the bid package.

Public Works Director Alysén Abel said the street maintenance standard was seven years with continual maintenance and upkeep that would be followed up by preventative maintenance. She added that the more projects to be completed the lower the unit cost could be and mobilization costs could be reduced if projects areas were close together. The Board discussed strategies to maintain the streets. Abel added that it was important to find funding sources now for maintenance before all the roads needed to be fully replaced.

Mayor Johnston joined the meeting at 6:24 p.m.

The Board discussed how project bidding worked and what would happen if the project scope was reduced or increased after the project was bid. Abel responded that savings could be used for more asphalt but could also be used to repair bad curbs in the same area at the same time. She added that staff was researching different technology for streets with lower traffic volume and a micro-surfacing pilot project.

The consensus of the Board was Option 3 and recommended that staff look at other purchases and projects that were planned that they felt would not be completed or were no longer necessary to complete during the budget year.

The work session ended at 6:43 p.m.

The work session minutes for November 2, 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 seventeenth day of November 2015.

Submitted by:

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City Clerk Melissa McChesney

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October 30, 2015

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



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Toni Rizzuti  
Court Clerk

MUNICIPAL DIVISION REPORTING FORM

I. COURT INFORMATION		Contact information same as last report	
Municipality: PARKVILLE		Period: October, 2015	
Mailing Address: 8880 CLARK AVE		Vendor: Tyler Technologies	
Physical Address: 8880 CLARK AVE		County: PLATTE Circuit: 6	
Telephone Number: (816) 741-1332		Fax Number: (816) 741-6246	
Prepared by: TONI RIZZUTI		E-mail: COURT@PARKVILLEMO.COM	
Municipal Judge(s): KEVIN D. HUMISTON		Prosecuting Attorney: ANDREW COULSON	
		Notes	

II. MONTHLY CASELOAD INFORMATION	A/D Traffic	Other	Non-Traffic
A. Cases pending - 1st Month	192	1,193	654
B. Cases filed	4	105	21
C. Cases Disposed			
1. Jury Trial	0	0	0
2. Court/Bench Trial -Guilty	0	0	0
3. Court/Bench Trial -Not Guilty	0	0	0
4. Plea of Guilty in Court	0	51	16
5. BF and Viol. Bureau Citations	2	16	3
6. Dismissed by Court	0	0	0
7. Nolle Prosequi	0	6	6
8. Certified for Jury Trial	0	0	0
9. TOTAL CASE DISPOSITIONS	2	73	25
D. Cases pending - End of Month	194	1,225	650
E. Trial de Novo - Appeal filed	0	0	0

III. WARRANT INFORMATION	IV. PARKING TICKETS
1. Total Issued 22	Issued 5
2. Total served/withdrawn EOM 15	[ ] No parking tickets
3. Total Outstanding EOM 545	

V. NET REVENUE COLLECTED			
Fines	\$ 13,553.00	Restitution	\$ 0.00
Clerk/Court Fee (Costs)	\$ 1,216.50	Parking Ticket	\$ 0.00
Jud Ed Fund	\$ 0.00	Bond Forf	\$ 0.00
[ X ] No JEF collection			
Peace Officer (POST)	\$ 93.00	Bond refunds	\$ 2,772.00-
Crime Victims Comp (CVC)	\$ 697.50	Other Disbursements	
Law Enf Training (LET)	\$ 186.00	JAIL COST	\$ 0.00
Domestic Viol Shelter	\$ 186.00	ATTORNEY	\$ 0.00
Inmate Sec Fund	\$ 0.00	WARRANT FEE	\$ 0.00
Sheriffs' Retirement Fund	\$ 279.00	Tot Disbursements	\$ 13,439.00

Office of State Court Administrator, Statistics  
 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110  
 OSCA Help Desk: 1-888-541-4894 Research Unit Fax: 573-526-0338  
 E-mail: swjis.reports@courts.mo.gov

RETURN A - MONTHLY RETURN OF OFFENSES KNOWN TO THE POLICE

ITEM 4D

For 11-17-15

Board of Aldermen Meeting

1 CLASSIFICATION OF OFFENSES	2 OFFENSES REPORTED OR KNOWN TO POLICE (INCLUDING "UNFOUNDED" AND ATTEMPTS)	3 UNFOUNDED, I.E., FALSE OR BASELESS COMPLAINTS	4 NUMBER OF ACTUAL OFFENSES (COLUMN 2 MINUS COLUMN 3) (INCLUDE ATTEMPTS)	5 TOTAL OFFENSES CLEARED BY ARREST OR EXCEPTIONAL MEANS (INCLUDES COL. 6)	6 NUMBER OF CLEARANCES INVOLVING ONLY PERSONS UNDER 18 YEARS OF AGE
1. CRIMINAL HOMICIDE					
a. MURDER AND NONNEGLIGENT HOMICIDE (score attempts as aggravated assault if homicide reported, submit Supplemental Homicide Report)	11			0 0	
b. MANSLAUGHTER BY NEGLIGENCE	12			0 0	
2. FORCIBLE RAPE TOTAL	20	1	1	1	1
a. Rape by Force	21	1	1		1
b. Attempts to commit Forcible Rape	22				
3. ROBBERY TOTAL	30	1	1	1	
a. Firearm	31				
b. Knife or Cutting Instrument	32				
c. Other Dangerous Weapon	33	1	1		
d. Strong-Arm ( Hands, Fists, Feet, Etc. )	34				
4. ASSAULT TOTAL	40	21	21	12	3
a. Firearm	41				
b. Knife or Cutting Instrument	42				
c. Other Dangerous Weapon	43	2	2		2
d. Hands, Fists, Feet, Etc. - Aggravated injury	44	1	1		1
e. Other Assaults - Simple, Not Aggravated	45	18	18		2
5. BURGLARY TOTAL	50	8	8	9	2
a. Forcible Entry	51	3	3		1
b. Unlawful Entry - No Force	52	4	4		1
c. Attempted Forcible Entry	53	1	1		1
6. LARCENY - THEFT TOTAL ( Except Motor Vehicle Theft )	60	67	67	77	2
7. MOTOR VEHICLE THEFT TOTAL	70	6	6		1
a. Autos	71	3	3		1
b. Trucks and Buses	72				
c. Other Vehicles	73	3	3		
GRAND TOTAL	77	104	104	102	56

Prior 3yrs Average

January 2015

Month and Year of Report

thru  
September 2015

Parkville Police Department

Agency and State

Mo0830100

Agency Identifier

5700.00

Population

November 4, 2015

Date

Craig Hubbell

Detective

Prepared By

Chief K. L. Chisman

Title

Chief, Commissioner, Sheriff, or Superintendent

**PROPERTY STOLEN BY CLASSIFICATION**

CLASSIFICATION		NUMBER OF ACTUAL OFFENSES (COLUMN 4 Return A)	Monetary Value of Property Stolen
<b>1. MURDER AND NONNEGLIGENT MANSLAUGHTER</b>	12		
<b>2. FORCIBLE RAPE</b>	20	1	
<b>3. ROBBERY</b>			
(a) HIGHWAY (Streets, alleys, etc.)	31		
(b) COMMERCIAL HOUSE (except c, d and f )	32		
(c) GAS OR SERVICE STATION	33		
(d) CONVENIENCE STORE	34		
(e) RESIDENCE (anywhere on premises)	35		
(f) BANK	36		
(g) MISCELLANEOUS	37	1	
<b>TOTAL ROBBERY</b>	30	1	
<b>5. BURGLARY - BREAKING AND ENTERING</b>			
(a) RESIDENCE (dwelling)			
(1) NIGHT (6 p.m. - 6 a.m. )	51		
(2) DAY (6 a.m. - 6 p.m. )	52	4	5290
(3) UNKNOWN	53	2	4820
(b) NON-RESIDENCE (store, office, etc.)			
(1) NIGHT (6 p.m. - 6 a.m. )	54	2	694
(2) DAY (6 a.m. - 6 p.m. )	55		
(3) UNKNOWN	56		
<b>TOTAL BURGLARY</b>	50	8	10804
<b>6. LARCENY - THEFT (Except Motor Vehicle Theft )</b>			
(a) \$200 AND OVER	61	34	59154
(b) \$50 TO \$200	62	9	873
(c) UNDER \$50	63	24	475
<b>TOTAL LARCENY (Same as Item 6X )</b>	60	67	60502
<b>7. MOTOR VEHICLE THEFT (Including Alleged Joy Riding)</b>	70	6	18578
<b>GRAND TOTAL - ALL ITEMS</b>	77	83	90 89884
<b>ADDITIONAL ANALYSIS OF LARCENY AND MOTOR VEHICLE THEFT</b>			
<b>6X. NATURE OF LARCENIES UNDER ITEM 6</b>			
(a) POCKET-PICKING	81		
(b) PURSE SNATCHING	82		
(c) SHOPLIFTING	83	25	35 2466
(d) FROM MOTOR VEHICLE (except e)	84	22	35639
(e) MOTOR VEHICLE PARTS AND ACCESSORIES	85		
(f) BICYCLES	86		
(g) FROM BUILDING (except c and h )	87	8	5 9967
(h) FROM ANY COIN-OPERATED MACHINES ( parking meters etc. )	88		
(i) ALL OTHERS	89	12	12430
<b>TOTAL LARCENIES (Same as Item 6 )</b>	80	67	77 60502
<b>7X. MOTOR VEHICLES RECOVERED</b>			
(a) STOLEN LOCALLY AND RECOVERED LOCALLY	91		Prior 3yrs Average
(b) STOLEN LOCALLY AND RECOVERED BY ANOTHER JURISDICTION	92		
(c) TOTAL LOCALLY STOLEN MOTOR VEHICLES RECOVERED (a & b )	90		
(d) STOLEN IN OTHER JURISDICTION AND RECOVERED LOCALLY	93	2	

January 2015 thru September 2015



## FINANCIAL REPORT

For the Month Ended October 31, 2015

Unaudited Financial Reports

To Be Used for

Budgetary Management Purposes

## REVENUE AND EXPENDITURES BUDGETARY COMPARISON REPORT

AS OF: October 31, 2015

10 -General Fund

## FINANCIAL SUMMARY

83.30% OF FISCAL YEAR COMPLETED

	2015 ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>REVENUE SUMMARY</b>						
TAXES	1,090,600	809.84	1,095,595.19	100.5%	-4,995.19	1,069,660.52
LICENSES	57,461	2,632.50	57,200.50	99.5%	260.50	44,313.80
PERMITS	264,000	23,910.53	215,421.47	81.6%	48,578.53	273,126.50
FRANCHISE FEES	851,000	31,400.18	568,725.51	66.8%	282,274.49	662,877.26
SALES TAXES	985,500	97,975.82	866,581.23	87.9%	118,918.77	837,808.57
OTHER REVENUE	31,200	3,377.50	34,346.00	110.1%	-3,146.00	29,486.50
COURT REVENUE	261,000	16,331.13	193,982.44	74.3%	67,017.56	197,006.72
INTEREST INCOME	7,000	560.65	6,527.19	93.2%	472.81	5,534.87
MISCELLANEOUS REVENUE	29,880	12,623.55	29,746.36	99.6%	133.64	26,579.77
GRANT REVENUE	0	0.00	24,629.89	-	-24,629.89	3,837.45
TRANSFERS IN	346,500	28,874.99	288,749.96	83.3%	57,750.04	426,097.87
<b>TOTAL REVENUES</b>	<b>3,924,141</b>	<b>218,496.69</b>	<b>3,381,505.74</b>	<b>86.2%</b>	<b>542,635.26</b>	<b>3,576,329.83</b>
<b>EXPENDITURE SUMMARY</b>						
ADMINISTRATION	995,582	71,309.92	671,460.51	67.4%	324,121.49	756,709.05
POLICE	1,246,588	104,044.40	846,061.60	67.9%	400,526.40	972,015.58
MUNICIPAL COURT	156,709	12,576.47	112,606.06	71.9%	44,102.94	118,514.91
PUBLIC WORKS	185,922	20,804.74	143,187.78	77.0%	42,734.22	108,895.57
COMMUNITY DEVELOPMENT	291,200	28,311.84	216,410.06	74.3%	74,789.94	248,051.86
STREET DEPARTMENT	382,729	40,235.66	301,657.78	78.8%	81,071.22	287,981.06
PARKS DEPARTMENT	352,078	33,631.02	272,953.50	77.5%	79,124.50	229,812.28
NATURE SANCTUARY	31,077	5,248.27	23,783.18	76.5%	7,293.82	19,140.57
PUBLIC INFORMATION	17,750	1,000.00	10,667.88	60.1%	7,082.12	11,478.97
INFORMATION TECHNOLOGY	40,324	1,889.78	26,477.97	65.7%	13,846.03	31,121.29
GENERAL FUND CAPITAL OUTLAY	356,175	68,474.29	145,487.70	40.8%	210,687.30	0.00
TRANSFERS OUT TO OTHER FUNDS	277,500	23,125.00	231,250.00	83.3%	46,250.00	448,333.28
<b>TOTAL EXPENDITURES</b>	<b>4,333,634</b>	<b>410,651.39</b>	<b>3,002,004.02</b>	<b>69.3%</b>	<b>1,331,629.98</b>	<b>3,232,054.42</b>
<b>EXCESS REV OVER / (UNDER) EXPENDITURES</b>	<b>-409,493</b>	<b>(192,154.70)</b>	<b>379,501.72</b>			<b>344,275.41</b>
<b>PRIOR YEAR FUND BALANCES ALLOCATED FOR 2015 GENERAL FUND USE</b>	<b>1,006,217</b>		<b>0.00</b>			
<b>EXCESS OF FUNDS AVAILABLE OVER / (UNDER) EXPENDITURES</b>	<b>596,724</b>	<b>(192,154.70)</b>	<b>379,501.72</b>			<b>344,275.41</b>

# General Fund (10)

Last Updated 11/11/15

	2011 Actual	2012 Actual	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 YTD	2015 Projected	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 Projected	2021 Projected
<i>Beginning Fund Balance</i>	282,255	\$ 320,089	\$ 374,112	\$ 751,955	\$ 738,327	\$ 1,006,217	\$ 1,137,653	\$ 1,137,653	\$ 1,329,359	\$ 919,302	\$ 689,018	\$ 506,359	\$ 311,150	\$ 102,717
<b>Revenues</b>														
Taxes	1,917,875	1,913,138	1,966,167	1,977,700	2,066,998	2,076,100	1,962,176	2,127,344	2,159,187	2,202,371	2,246,418	2,291,347	2,337,173	2,383,917
Licenses	32,703	44,846	39,907	40,900	47,824	57,461	57,201	57,400	58,034	58,615	59,203	59,796	60,395	61,001
Permits	107,361	171,051	210,575	201,000	331,390	264,000	215,421	222,130	263,315	267,830	272,434	277,129	281,917	287,118
Franchise Fees	835,899	832,470	865,901	837,000	901,327	851,000	568,726	827,305	874,000	891,330	909,005	927,032	945,418	964,171
Other Revenue	10,305	20,411	28,280	28,200	32,657	31,200	34,346	36,216	35,261	35,833	36,416	37,012	37,620	38,240
Court Revenue	196,603	325,275	257,910	290,000	269,935	261,000	193,982	239,467	250,000	253,750	257,556	261,420	265,341	269,321
Interest Income	27,926	26,155	18,153	22,000	6,626	7,000	6,527	7,815	8,000	8,160	8,160	8,160	8,160	8,323
Miscellaneous Revenue	77,537	123,562	32,350	24,000	39,848	29,880	45,549	51,330	25,183	22,383	22,587	23,089	23,610	24,151
Grant Revenue	41,974	225,511	4,594	13,000	3,837	-	8,827	8,827	1,500	-	-	-	-	-
Transfers	584,000	651,000	1,027,876	455,000	582,680	346,500	288,750	348,251	343,530	340,601	337,713	334,867	332,064	329,305
<b>Total - General Fund Revenues:</b>	<b>3,946,714</b>	<b>4,333,419</b>	<b>4,451,713</b>	<b>3,888,800</b>	<b>4,283,121</b>	<b>3,924,141</b>	<b>3,381,506</b>	<b>3,926,085</b>	<b>4,018,010</b>	<b>4,080,872</b>	<b>4,149,492</b>	<b>4,219,851</b>	<b>4,291,699</b>	<b>4,365,546</b>
<b>Total Sources</b>	<b>4,228,969</b>	<b>4,653,509</b>	<b>4,825,825</b>	<b>4,640,755</b>	<b>5,021,449</b>	<b>4,930,358</b>	<b>4,519,159</b>	<b>5,063,738</b>	<b>5,347,369</b>	<b>5,000,175</b>	<b>4,838,511</b>	<b>4,726,211</b>	<b>4,602,849</b>	<b>4,468,263</b>
<b>Expenditures</b>														
Administration	1,014,724	1,275,198	766,897	909,886	896,855	995,582	671,461	846,132	1,011,983	1,031,995	1,052,585	1,073,775	1,095,584	1,118,034
Police	1,016,325	1,036,993	1,096,361	1,212,836	1,096,979	1,246,588	846,062	1,078,999	1,223,870	1,250,968	1,278,814	1,307,432	1,336,849	1,367,089
Municipal Court	140,468	138,839	135,531	147,314	138,999	156,709	112,606	140,540	153,471	156,366	159,332	162,372	165,486	168,678
Public Works	152,923	99,926	102,708	146,414	145,444	185,922	143,188	172,211	215,687	219,747	223,902	228,154	232,505	236,959
Community Development	265,555	262,111	258,083	265,367	249,809	289,400	216,410	277,284	316,393	323,098	329,967	337,005	344,215	351,605
Streets	669,589	600,367	674,175	360,137	340,633	382,729	301,658	370,007	399,656	409,318	419,263	429,499	440,036	450,885
Parks	223,396	250,508	251,594	302,008	281,741	352,079	272,954	314,235	356,007	362,732	369,635	376,721	383,995	391,465
Nature Sanctuary	23,747	17,258	19,352	28,300	27,156	31,077	23,783	29,142	39,681	40,033	40,389	40,749	41,113	41,481
Information Technology	-	-	45,884	46,900	34,167	40,324	10,668	37,514	43,974	44,194	44,415	44,637	44,860	45,084
Public Information	43,074	30,638	16,915	17,600	15,450	17,750	26,478	15,500	13,810	13,879	13,948	14,018	14,088	14,159
Capital Outlay (CIP)	-	-	-	245,750	118,562	356,175	145,488	170,987	336,035	141,325	82,400	83,200	83,900	44,800
Transfers	359,079	567,558	720,000	538,000	538,000	277,250	231,250	281,827	317,500	317,500	317,500	317,500	317,500	317,500
<b>Total - General Fund Expenditures:</b>	<b>\$ 3,908,880</b>	<b>\$ 4,279,396</b>	<b>\$ 4,087,498</b>	<b>\$ 4,220,512</b>	<b>\$ 3,883,795</b>	<b>\$ 4,331,585</b>	<b>\$ 3,002,004</b>	<b>\$ 3,734,378</b>	<b>\$ 4,428,067</b>	<b>\$ 4,311,156</b>	<b>\$ 4,332,151</b>	<b>\$ 4,415,061</b>	<b>\$ 4,500,132</b>	<b>\$ 4,547,739</b>
<b>Estimated Ending Balance (deficit):</b>	<b>\$ 320,089</b>	<b>\$ 374,112</b>	<b>\$ 738,327</b>	<b>\$ 420,243</b>	<b>\$ 1,137,653</b>	<b>\$ 598,773</b>	<b>\$ 1,517,155</b>	<b>\$ 1,329,359</b>	<b>\$ 919,302</b>	<b>\$ 689,018</b>	<b>\$ 506,359</b>	<b>\$ 311,150</b>	<b>\$ 102,717</b>	<b>\$ (79,476)</b>

# Emergency Reserve (50)

Last Updated 11/11/15

	2012 Actual	2013 Actual	2014 Actual	2015 Budget	2015 YTD	2015 Projected	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 Projected	2021 Projected
<i>Beginning Fund Balance</i>	\$ 618,931	\$ 724,989	\$ 1,070,966	\$ 1,387,966	\$ 1,387,966	\$ 1,387,966	\$ 1,270,067	\$ 1,456,173	\$ 1,285,766	\$ 1,108,629	\$ 926,319	\$ 746,026
<b>Revenues</b>												
Temporary Operating Levy	-	-	-	-	-	-	15,364	-	-	-	-	-
Transfer from Transportation Fund	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from Sewer Fund	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General Fund	106,058	450,000	317,000	60,000	50,000	60,000	317,500	274,818	267,438	261,315	267,007	253,610
<b>Emergency Reserve Revenues:</b>	<b>106,058</b>	<b>450,000</b>	<b>317,000</b>	<b>60,000</b>	<b>50,000</b>	<b>60,000</b>	<b>332,864</b>	<b>274,818</b>	<b>267,438</b>	<b>261,315</b>	<b>267,007</b>	<b>253,610</b>
<b>Total Sources:</b>	<b>724,989</b>	<b>1,174,989</b>	<b>1,387,966</b>	<b>1,447,966</b>	<b>1,437,966</b>	<b>1,447,966</b>	<b>1,602,931</b>	<b>1,730,991</b>	<b>1,553,204</b>	<b>1,369,944</b>	<b>1,193,326</b>	<b>999,636</b>
<b>Expenditures</b>												
Brush Creek Sewer NID	-	104,023	-	-	-	-	-	142,665	144,310	141,165	143,253	140,513
Brink Meyer Road NID	-	-	-	-	176,124	177,899	146,758	302,560	300,265	302,460	304,048	305,088
Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-
<b>Emergency Reserve Expenditures:</b>	<b>-</b>	<b>104,023</b>	<b>-</b>	<b>-</b>	<b>176,124</b>	<b>177,899</b>	<b>146,758</b>	<b>445,225</b>	<b>444,575</b>	<b>443,625</b>	<b>447,300</b>	<b>445,600</b>
<b>Estimated Ending Balance (deficit):</b>	<b>724,989</b>	<b>1,070,966</b>	<b>1,387,966</b>	<b>1,447,966</b>	<b>1,261,842</b>	<b>1,270,067</b>	<b>1,456,173</b>	<b>1,285,766</b>	<b>1,108,629</b>	<b>926,319</b>	<b>746,026</b>	<b>554,036</b>
<b>TARGET (per reserve policy):</b>	1,069,849	1,021,875	988,197	1,082,896	1,082,896	1,082,896	1,093,262	1,079,009	1,072,482	1,091,328	1,110,698	1,130,604

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

0 -General Fund  
FINANCIAL SUMMARY

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	1,090,600	809.84	1,095,595.19	100.46 (	4,995.19)	1,069,660.52
LICENSES	57,461	2,632.50	57,200.50	99.55	260.50	44,313.80
PERMITS	264,000	23,910.53	215,421.47	81.60	48,578.53	273,126.50
FRANCHISE FEES	851,000	31,400.18	568,725.51	66.83	282,274.49	662,877.26
SALES TAXES	985,500	97,975.82	866,581.23	87.93	118,918.77	837,808.57
OTHER REVENUE	31,200	3,377.50	34,346.00	110.08 (	3,146.00)	29,486.50
COURT REVENUE	261,000	16,331.13	193,982.44	74.32	67,017.56	197,006.72
INTEREST INCOME	7,000	560.65	6,527.19	93.25	472.81	5,534.87
MISCELLANEOUS REVENUE	29,880	12,623.55	54,376.25	181.98 (	24,496.25)	30,417.22
TRANSFERS IN	346,500	28,874.99	288,749.96	83.33	57,750.04	426,097.87
<b>TOTAL REVENUES</b>	<b>3,924,141</b>	<b>218,496.69</b>	<b>3,381,505.74</b>	<b>86.17</b>	<b>542,635.26</b>	<b>3,576,329.83</b>

EXPENDITURE SUMMARY

ADMINISTRATION	995,582	71,309.92	671,460.51	67.44	324,121.49	756,709.05
POLICE	1,246,588	104,044.40	846,061.60	67.87	400,526.40	972,015.58
MUNICIPAL COURT	156,709	12,576.47	112,606.06	71.86	44,102.94	118,514.91
PUBLIC WORKS	185,922	20,804.74	143,187.78	77.01	42,734.22	108,895.57
COMMUNITY DEVELOPMENT	291,200	28,311.84	216,410.06	74.32	74,789.94	248,051.86
STREET DEPARTMENT	382,729	40,235.66	301,657.78	78.82	81,071.22	287,981.06
PARKS DEPARTMENT	352,079	33,631.02	272,953.50	77.53	79,125.50	229,812.28
NATURE SANCTUARY	31,077	5,248.27	23,783.18	76.53	7,293.82	19,140.57
CHANNEL 2 & WEBSITE	17,750	1,000.00	10,667.88	60.10	7,082.12	11,478.97
TRANSFERS OUT	277,500	23,125.00	231,250.00	83.33	46,250.00	448,333.28
IT	40,324	1,889.78	26,477.97	65.66	13,846.03	31,121.29
CAPITAL OUTLAY	356,175	68,474.29	145,487.70	40.85	210,687.30	0.00
<b>TOTAL EXPENDITURES</b>	<b>4,333,635</b>	<b>410,651.39</b>	<b>3,002,004.02</b>	<b>69.27</b>	<b>1,331,630.98</b>	<b>3,232,054.42</b>

EXCESS REVENUES OVER/(UNDER) EXPENDITURE( 409,494) ( 192,154.70) 379,501.72 ( 788,995.72) 344,275.41

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

10 -General Fund  
FINANCIAL SUMMARY  
REVENUES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>TAXES</b>						
10-41001-00 Real & Personal Property Tax	920,600	501.01	919,734.52	99.91	865.48	902,484.33
10-41002-00 Penalties	4,500	125.80	2,778.37	61.74	1,721.63	3,999.82
10-41003-00 Corp Merchants & Manufacturi	140,000	0.00	146,270.33	104.48 (	6,270.33)	137,763.42
10-41004-00 Financial Institution Tax	1,000	0.00	2,065.32	206.53 (	1,065.32)	1,260.58
10-41005-00 Vehicle Tax	24,500	183.03	24,746.65	101.01 (	246.65)	24,152.37
<b>TOTAL TAXES</b>	<b>1,090,600</b>	<b>809.84</b>	<b>1,095,595.19</b>	<b>100.46 (</b>	<b>4,995.19)</b>	<b>1,069,660.52</b>
<b>LICENSES</b>						
10-41101-00 Dog License (Tags)	1,870	40.00	1,932.50	103.34 (	62.50)	966.00
10-41102-00 Occupational License	35,326	1,250.00	34,083.00	96.48	1,243.00	29,499.30
10-41102-02 Late Fees on Bus Licenses	0	0.00	425.00	0.00 (	425.00)	250.00
10-41103-00 Peddler's Licenses	0	0.00	650.00	0.00 (	650.00)	0.00
10-41104-00 Liquor Licenses	17,265	1,282.50	18,877.50	109.34 (	1,612.50)	13,323.50
10-41111-00 Convenience Fees Under \$200	3,000	60.00	1,040.00	34.67	1,960.00	175.00
10-41112-00 Convenience Fees Over \$200	0	0.00	192.50	0.00 (	192.50)	100.00
<b>TOTAL LICENSES</b>	<b>57,461</b>	<b>2,632.50</b>	<b>57,200.50</b>	<b>99.55</b>	<b>260.50</b>	<b>44,313.80</b>
<b>PERMITS</b>						
10-41201-00 Building Permits	220,000	19,980.35	180,036.35	81.83	39,963.65	217,800.87
10-41201-01 Occupancy Permit	2,500	100.00	550.00	22.00	1,950.00	700.00
10-41202-00 Sign Permits	0	130.00	730.00	0.00 (	730.00)	340.00
10-41203-00 Electrical Permits	0	0.00	0.00	0.00	0.00	170.00
10-41203-01 Alarm Permit	0	0.00	0.00	0.00	0.00	674.87
10-41204-00 Plumbing Permits	0	0.00	0.00	0.00	0.00	57.12
10-41205-00 Development Permits	1,500	375.00	1,650.00	110.00 (	150.00)	2,032.89
10-41205-01 Public Improvement Fees	30,000	3,020.18	26,746.87	89.16	3,253.13	42,905.25
10-41206-00 Rezoning Permits	0	0.00	900.00	0.00 (	900.00)	1,200.21
10-41207-00 Subdivision Permit Fees	0	305.00	3,858.25	0.00 (	3,858.25)	1,505.00
10-41208-00 BZA-Variance, Exceptio, Appe	0	0.00	300.00	0.00 (	300.00)	0.00
10-41209-00 Conditional Use Permits	0	0.00	600.00	0.00 (	600.00)	1,940.09
10-41209-01 Special Event Permit	0	0.00	50.00	0.00 (	50.00)	3,675.00
10-41210-00 Grading/PW Use Permits	0	0.00	0.00	0.00	0.00	115.00
10-41211-00 Engineering Reviews	10,000	0.00	0.00	0.00	10,000.00	10.20
<b>TOTAL PERMITS</b>	<b>264,000</b>	<b>23,910.53</b>	<b>215,421.47</b>	<b>81.60</b>	<b>48,578.53</b>	<b>273,126.50</b>
<b>FRANCHISE FEES</b>						
10-41301-00 Telecom Franchise	220,000	29,780.15	181,087.19	82.31	38,912.81	178,710.09
10-41302-00 Missouri Gas Energy	122,000	0.00	126,568.59	103.74 (	4,568.59)	121,539.37
10-41303-00 Missouri American Water	125,000	0.00	72,804.98	58.24	52,195.02	119,864.89
10-41304-00 KC Power & Light	300,000	0.00	126,547.02	42.18	173,452.98	124,707.51
10-41305-00 Martin Marietta Stone Royalt	18,000	1,620.03	12,207.71	67.82	5,792.29	12,067.42
10-41306-00 Cable/Video Service Franchis	66,000	0.00	49,510.02	75.02	16,489.98	105,987.98
<b>TOTAL FRANCHISE FEES</b>	<b>851,000</b>	<b>31,400.18</b>	<b>568,725.51</b>	<b>66.83</b>	<b>282,274.49</b>	<b>662,877.26</b>

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

10 -General Fund  
FINANCIAL SUMMARY  
REVENUES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>SALES TAXES</b>						
10-41401-00 Sales Tax-General Revenue	920,000	91,010.88	807,267.74	87.75	112,732.26	782,723.44
10-41402-00 Motor Vehicle Sales Tax	42,000	4,648.54	38,613.35	91.94	3,386.65	35,341.96
10-41403-00 Motor Vehicle Fee	23,500	2,316.40	20,700.14	88.09	2,799.86	19,743.17
TOTAL SALES TAXES	985,500	97,975.82	866,581.23	87.93	118,918.77	837,808.57
<b>OTHER REVENUE</b>						
10-41501-00 Farmers Market	1,000	257.50	1,030.00	103.00 (	30.00)	750.00
10-41504-00 Park Shelter Reservations	12,000	425.00	11,465.00	95.54	535.00	11,787.50
10-41504-01 Sports Fields Reservations	4,000	20.00	4,610.00	115.25 (	610.00)	4,234.00
10-41504-02 Park Events Reservations	10,500	25.00	14,541.00	138.49 (	4,041.00)	11,515.00
10-41504-03 PLP Park Events Reservations	1,000	0.00	0.00	0.00	1,000.00	0.00
10-41505-01 Nature Sanctuary Programs	2,700	2,700.00	2,700.00	100.00	0.00	1,200.00
TOTAL OTHER REVENUE	31,200	3,377.50	34,346.00	110.08 (	3,146.00)	29,486.50
<b>COURT REVENUE</b>						
10-41601-00 Fines	261,000	16,088.00	187,536.00	71.85	73,464.00	189,373.00
10-41602-00 CVC Reports	0	38.13	449.94	0.00 (	449.94)	449.22
10-41602-01 Appointed Attorney Reimburse	0	0.00	2,676.50	0.00 (	2,676.50)	2,717.50
10-41602-02 Boarding of Prisoners Reimbu	0	0.00	585.00	0.00 (	585.00)	2,035.00
10-41603-00 Police Reporta	0	205.00	2,735.00	0.00 (	2,735.00)	2,432.00
TOTAL COURT REVENUE	261,000	16,331.13	193,982.44	74.32	67,017.56	197,006.72
<b>INTEREST INCOME</b>						
10-41701-00 Interest Income	7,000	560.65	6,527.19	93.25	472.81	5,534.87
TOTAL INTEREST INCOME	7,000	560.65	6,527.19	93.25	472.81	5,534.87
<b>MISCELLANEOUS REVENUE</b>						
10-41801-00 Miscellaneoua	10,000	184.55	11,098.71	110.99 (	1,098.71)	10,676.69
10-41801-03 Rebates	0	0.00	461.25	0.00 (	461.25)	777.81
10-41801-05 Newsletter Advertising	4,000	0.00	2,550.00	63.75	1,450.00	2,450.00
10-41802-00 Leased Properties	5,880	0.00	0.00	0.00	5,880.00	4,035.00
10-41803-99 FEMA Flood Reparations	0	0.00	15,802.89	0.00 (	15,802.89)	0.00
10-41804-07 Bulletproof Vest Grant	0	0.00	345.00	0.00 (	345.00)	690.00
10-41804-09 Other Grants	0	0.00	8,482.00	0.00 (	8,482.00)	3,147.45
10-41805-00 Sale of Vehicles/Equipment	10,000	10,750.00	10,750.00	107.50 (	750.00)	0.00
10-41807-01 Insurance Claim Reimb.	0	0.00	3,197.40	0.00 (	3,197.40)	7,337.03
10-41808-00 POST Monies	0	1,689.00	1,689.00	0.00 (	1,689.00)	1,303.24
TOTAL MISCELLANEOUS REVENUE	29,880	12,623.55	54,376.25	181.98 (	24,496.25)	30,417.22
<b>TRANSFERS IN</b>						
10-41901-00 Transfer f Transportation Fu	245,000	20,416.66	204,166.64	83.33	40,833.36	295,833.32
10-41903-00 Adminiatration Fee	101,500	8,458.33	84,583.32	83.33	16,916.68	83,333.32
10-41908-00 Transfer from Health Insuran	0	0.00	0.00	0.00	0.00	46,870.04
10-41909-00 Transfer from Sewer Special	0	0.00	0.00	0.00	0.00	61.19
TOTAL TRANSFERS IN	346,500	28,874.99	288,749.96	83.33	57,750.04	426,097.87
<b>TOTAL REVENUE</b>	<b>3,924,141</b>	<b>218,496.69</b>	<b>3,381,505.74</b>	<b>86.17</b>	<b>542,635.26</b>	<b>3,576,329.83</b>

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

## 10 -General Fund

## ADMINISTRATION

83.33% OF FISCAL YEAR COMPLETED

## EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>PERSONNEL</b>						
10-501.01-01-00 Salaries	297,608	34,144.95	241,997.42	81.31	55,610.58	242,096.46
10-501.01-11-00 Mayor and Aldermen	57,600	6,646.35	46,510.60	80.75	11,089.40	48,532.20
10-501.01-21-00 FICA & Medicare	26,785	3,071.76	21,808.48	81.42	4,976.52	21,553.03
10-501.01-22-00 Retirement	23,300	2,388.46	18,813.15	80.74	4,486.85	12,948.19
10-501.01-32-00 Exp Allowance-Bd of Alde	0	0.00	1,170.00	0.00	(1,170.00)	4,815.00
10-501.01-33-00 Auto Allow-City Administ	1,200	100.00	1,000.00	83.33	200.00	1,200.00
10-501.01-40-00 Membership Fees & Dues -	1,000	0.00	805.00	80.50	195.00	411.00
10-501.01-41-00 Membership Fees & Dues -	2,970	0.00	1,572.00	52.93	1,398.00	1,741.60
10-501.01-41-02 Professional Dev - Staff	11,320	4,435.45	12,026.45	106.24	(706.45)	9,271.80
10-501.01-41-03 Professional Dev - Board	5,850	0.00	1,017.50	17.39	4,832.50	816.00
<b>TOTAL PERSONNEL</b>	<b>427,633</b>	<b>50,786.97</b>	<b>346,720.60</b>	<b>81.08</b>	<b>80,912.40</b>	<b>343,385.28</b>
<b>INSURANCE</b>						
10-501.02-01-00 Liability Insurance	90,000	0.00	64,543.68	71.72	25,456.32	88,263.60
10-501.02-01-01 Insurance Deductible	20,000	0.00	0.00	0.00	20,000.00	2,168.48
10-501.02-02-00 Health, Life & Dental	27,930	2,295.95	27,593.66	98.80	336.34	20,258.85
10-501.02-03-00 Workers Compensation	1,650	0.00	699.27	42.38	950.73	1,245.93
10-501.02-04-00 Unemployment	2,500	0.00	0.00	0.00	2,500.00	0.00
10-501.02-05-00 Property Insurance	20,959	0.00	11,363.96	54.22	9,595.04	18,532.70
<b>TOTAL INSURANCE</b>	<b>163,039</b>	<b>2,295.95</b>	<b>104,200.57</b>	<b>63.91</b>	<b>58,838.43</b>	<b>130,469.56</b>
<b>UTILITIES</b>						
10-501.03-01-00 Telephone & Voicemail	6,000	497.03	3,964.86	66.08	2,035.14	4,899.67
10-501.03-02-00 Electricity	55,000	4,345.13	38,707.51	70.38	16,292.49	44,455.42
10-501.03-04-00 Water	6,000	269.39	4,265.93	71.10	1,734.07	5,414.26
10-501.03-05-00 Mobile Phones & Pagers	120	10.00	90.00	75.00	30.00	0.00
10-501.03-07-00 Train Depot Utilities	0	77.69	77.69	0.00	(77.69)	7,384.37
10-501.03-08-00 Cable	2,100	174.77	1,775.99	84.57	324.01	1,575.00
10-501.03-09-00 Trash Hauling	300	75.00	300.00	100.00	0.00	300.00
<b>TOTAL UTILITIES</b>	<b>69,520</b>	<b>5,449.01</b>	<b>49,181.98</b>	<b>70.75</b>	<b>20,338.02</b>	<b>64,028.72</b>
<b>CAPITAL EXPENDITURES</b>						
10-501.04-22-00 Lease Purchase-Office Eq	1,025	199.00	625.50	61.02	399.50	1,005.00
<b>TOTAL CAPITAL EXPENDITURES</b>	<b>1,025</b>	<b>199.00</b>	<b>625.50</b>	<b>61.02</b>	<b>399.50</b>	<b>1,005.00</b>
<b>OTHER PURCHASES</b>						
10-501.05-01-00 Office Supplies & Consum	5,500	264.04	3,378.35	61.42	2,121.65	4,074.70
10-501.05-02-00 Postage	1,500	0.00	971.83	64.79	528.17	1,086.97
10-501.05-04-00 Printing	600	120.55	803.46	133.91	(203.46)	511.21
10-501.05-05-00 Publications	200	0.00	395.00	197.50	(195.00)	236.00
<b>TOTAL OTHER PURCHASES</b>	<b>7,800</b>	<b>384.59</b>	<b>5,548.64</b>	<b>71.14</b>	<b>2,251.36</b>	<b>5,908.88</b>
<b>MAINTENANCE</b>						
10-501.06-01-00 Building Maint & Repair	20,000	805.45	8,202.14	41.01	11,797.86	4,345.95
10-501.06-01-01 HVAC Maintenance & Repai	2,500	0.00	797.00	31.88	1,703.00	50.89
10-501.06-02-00 Janitorial Services/Supp	11,000	1,132.93	8,192.43	74.48	2,807.57	6,675.45
10-501.06-11-00 Train Depot Maint	6,200	0.00	148.57	2.40	6,051.43	788.09

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

10 -General Fund

ADMINISTRATION

83.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
10-501.06-34-00 Office Equipment Mainten	2,750	0.00	1,890.75	68.75	859.25	2,282.07
TOTAL MAINTENANCE	42,450	1,938.38	19,230.89	45.30	23,219.11	14,142.45
<u>CITY SERVICES</u>						
10-501.07-01-00 Elections	2,650	0.00	1,958.25	73.90	691.75	2,468.85
10-501.07-02-00 Advertising/Public Notic	6,120	1,765.25	2,146.40	35.07	3,973.60	3,601.35
10-501.07-04-00 Credit Card Fees	3,000	0.00	0.00	0.00	3,000.00	0.00
10-501.07-47-00 MARC HHW Program	5,800	0.00	5,776.16	99.59	23.84	5,776.16
10-501.07-99-00 FOPAS - Animal Control	6,000	500.00	5,500.00	91.67	500.00	4,500.00
TOTAL CITY SERVICES	23,570	2,265.25	15,380.81	65.26	8,189.19	16,346.36
<u>PROFESSIONAL FEES</u>						
10-501.08-01-00 Attorney/Legal Fees	135,000	6,450.00	73,574.21	54.50	61,425.79	85,313.28
10-501.08-01-01 Litigation (New)	60,000	0.00	6,021.25	10.04	53,978.75	44,620.78
10-501.08-02-00 Auditor Fees	12,000	0.00	11,520.00	96.00	480.00	11,040.00
10-501.08-02-02 Professional Services	38,635	298.24	31,254.12	80.90	7,380.88	28,631.40
TOTAL PROFESSIONAL FEES	245,635	6,748.24	122,369.58	49.82	123,265.42	169,605.46
<u>OTHER EXPENDITURES</u>						
10-501.09-04-00 Holiday Decorations	900	0.00	350.00	38.89	550.00	505.70
10-501.09-11-00 Cemetery Maintenance	4,000	230.00	3,138.50	78.46	861.50	3,162.50
10-501.09-20-02 Exec Session Meeting Sup	2,650	114.10	1,386.64	52.33	1,263.36	935.61
10-501.09-20-03 Finance Committee Mtg Su	0	0.00	0.00	0.00	0.00	531.58
10-501.09-20-07 Meeting Supplies	500	6.45	98.67	19.73	401.33	0.00
10-501.09-21-00 Misc-Other	6,860	891.98	3,228.13	47.06	3,631.87	6,681.95
TOTAL OTHER EXPENDITURES	14,910	1,242.53	8,201.94	55.01	6,708.06	11,817.34
<u>TRANSFERS-OTHER SOURCES</u>						
TOTAL ADMINISTRATION	995,582	71,309.92	671,460.51	67.44	324,121.49	756,709.05

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

10 -General Fund

POLICE

83.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>PERSONNEL</b>						
10-505.01-01-00 Salaries	825,658	78,626.76	572,131.84	69.29	253,526.16	662,826.70
10-505.01-03-00 Overtime	15,000	751.47	11,736.76	78.25	3,263.24	9,129.66
10-505.01-21-00 FICA & Medicare	63,533	5,930.83	44,798.52	70.51	18,734.48	48,832.62
10-505.01-22-00 Retirement	54,614	5,224.68	34,543.20	63.25	20,070.80	27,108.95
10-505.01-41-00 Membership Fees & Dues	950	0.00	400.00	42.11	550.00	370.00
10-505.01-41-02 Professional Development	4,500	28.75	583.25	12.96	3,916.75	592.45
10-505.01-43-00 Tuition Reimbursement	2,000	0.00	577.50	28.88	1,422.50	0.00
<b>TOTAL PERSONNEL</b>	<b>966,255</b>	<b>90,562.49</b>	<b>664,771.07</b>	<b>68.80</b>	<b>301,483.93</b>	<b>748,860.38</b>
<b>INSURANCE</b>						
10-505.02-02-00 Health, Life & Dental	124,434	8,508.03	98,105.16	78.84	26,328.84	90,025.77
10-505.02-03-00 Workers Compensation	45,699	0.00	34,082.20	74.58	11,616.80	33,662.02
10-505.02-04-00 Unemployment	1,500	0.00	0.00	0.00	1,500.00	6,400.00
<b>TOTAL INSURANCE</b>	<b>171,633</b>	<b>8,508.03</b>	<b>132,187.36</b>	<b>77.02</b>	<b>39,445.64</b>	<b>130,087.79</b>
<b>UTILITIES</b>						
10-505.03-01-00 Telephone & Voicemail	1,500	59.32	973.19	64.88	526.81	880.76
10-505.03-05-00 Mobile Phone & Pagers	4,500	311.96	2,869.52	63.77	1,630.48	3,268.37
<b>TOTAL UTILITIES</b>	<b>6,000</b>	<b>371.28</b>	<b>3,842.71</b>	<b>64.05</b>	<b>2,157.29</b>	<b>4,149.13</b>
<b>CAPITAL EXPENDITURES</b>						
10-505.04-01-00 Vehicle	0	0.00	0.00	0.00	0.00	30,686.18
<b>TOTAL CAPITAL EXPENDITURES</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>30,686.18</b>
<b>OTHER PURCHASES</b>						
10-505.05-01-00 Office Supplies & Consum	2,800	496.94	1,222.11	43.65	1,577.89	1,320.13
10-505.05-02-00 Postage	250	0.00	103.36	41.34	146.64	149.78
10-505.05-04-00 Printing	500	0.00	156.97	31.39	343.03	0.00
10-505.05-20-00 Small Office Equipment	1,000	0.00	99.88	9.99	900.12	112.09
10-505.05-21-00 Equipment and Handtools	7,000	284.29	3,774.36	53.92	3,225.64	821.52
10-505.05-22-01 Terminal - Rejis	1,400	130.14	1,205.20	86.09	194.80	1,373.60
10-505.05-22-02 Terminal - Platte Co	2,200	0.00	2,014.32	91.56	185.68	2,014.32
10-505.05-31-00 Uniforms	7,000	11.95	1,906.12	27.23	5,093.88	2,931.14
10-505.05-99-00 Other Purchases	500	0.00	8.00	1.60	492.00	36.00
<b>TOTAL OTHER PURCHASES</b>	<b>22,650</b>	<b>923.32</b>	<b>10,490.32</b>	<b>46.31</b>	<b>12,159.68</b>	<b>8,758.58</b>
<b>MAINTENANCE</b>						
10-505.06-21-00 Vehicle Repair & Mainten	15,000	329.36	8,668.81	57.79	6,331.19	8,737.11
10-505.06-21-01 Equipment Repair & Maint	1,400	133.48	1,095.96	78.28	304.04	499.00
10-505.06-22-00 Vehicle Gas & Oil	50,000	2,196.48	19,792.87	39.59	30,207.13	36,650.21
10-505.06-32-02 Crimestar Maintenance	1,500	0.00	0.00	0.00	1,500.00	0.00
10-505.06-34-00 Office Equipment/Mainten	1,100	98.96	983.50	89.41	116.50	776.12
<b>TOTAL MAINTENANCE</b>	<b>69,000</b>	<b>2,758.28</b>	<b>30,541.14</b>	<b>44.26</b>	<b>38,458.86</b>	<b>46,662.44</b>
<b>CITY SERVICES</b>						
10-505.07-56-00 Hiring/Substance Screeni	4,000	921.00	3,369.00	84.23	631.00	1,446.00
10-505.07-57-00 Crime Commission	500	0.00	500.00	100.00	0.00	500.00

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
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10 -General Fund

POLICE

83.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
10-505.07-81-00 Lab Work	2,000	0.00	0.00	0.00	2,000.00	95.40
10-505.07-90-00 Contractual Service Agre	2,000	0.00	360.00	18.00	1,640.00	360.00
10-505.07-99-00 Other City Services	700	0.00	0.00	0.00	700.00	59.68
TOTAL CITY SERVICES	9,200	921.00	4,229.00	45.97	4,971.00	2,461.08
<u>OTHER EXPENDITURES</u>						
10-505.09-21-00 Miscellaneous	350	0.00	0.00	0.00	350.00	100.00
10-505.09-21-04 Harvester Deer Donation	1,500	0.00	0.00	0.00	1,500.00	250.00
TOTAL OTHER EXPENDITURES	1,850	0.00	0.00	0.00	1,850.00	350.00
TOTAL POLICE	1,246,588	104,044.40	846,061.60	67.87	400,526.40	972,015.58

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

10 -General Fund  
 MUNICIPAL COURT  
 EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>PERSONNEL</b>						
10-510.01-01-00 Salaries	50,483	6,099.31	41,800.90	82.80	8,682.10	41,439.03
10-510.01-11-00 Judge	18,000	2,076.93	14,721.97	81.79	3,278.03	15,230.82
10-510.01-21-00 FICA & Medicare	5,250	637.32	4,476.12	85.26	773.88	4,330.69
10-510.01-22-00 Retirement	2,006	269.33	1,844.24	91.94	161.76	1,216.15
10-510.01-32-00 Expense Allow - Judge	540	45.00	450.00	83.33	90.00	540.00
10-510.01-41-00 Memberships, Fees & Dues	500	0.00	250.00	50.00	250.00	100.00
10-510.01-41-02 Professional Development	4,200	0.00	3,466.52	82.54	733.48	3,768.20
10-510.01-51-00 Prosecutor/Assistant	22,200	1,250.00	14,650.00	65.99	7,550.00	18,500.00
10-510.01-51-02 Public Defender	7,200	600.00	6,000.00	83.33	1,200.00	5,416.70
<b>TOTAL PERSONNEL</b>	<b>110,379</b>	<b>10,977.89</b>	<b>87,659.75</b>	<b>79.42</b>	<b>22,719.25</b>	<b>90,540.59</b>
<b>INSURANCE</b>						
10-510.02-02-00 Health, Life & Dental	8,280	737.58	7,828.74	94.55	451.26	6,105.88
10-510.02-03-00 Workers Compensation	4,080	0.00	3,993.93	97.89	86.07	2,981.02
<b>TOTAL INSURANCE</b>	<b>12,360</b>	<b>737.58</b>	<b>11,822.67</b>	<b>95.65</b>	<b>537.33</b>	<b>9,086.90</b>
<b>UTILITIES</b>						
10-510.03-05-00 Mobile Phone & Pagers	120	10.00	100.00	83.33	20.00	120.00
<b>TOTAL UTILITIES</b>	<b>120</b>	<b>10.00</b>	<b>100.00</b>	<b>83.33</b>	<b>20.00</b>	<b>120.00</b>
<b>CAPITAL EXPENDITURES</b>						
<b>OTHER PURCHASES</b>						
10-510.05-01-00 Office Supplies & Consum	1,800	0.00	304.85	16.94	1,495.15	131.65
10-510.05-02-00 Postage	500	0.00	200.60	40.12	299.40	329.44
10-510.05-04-00 Printing	4,000	0.00	1,907.36	47.68	2,092.64	3,307.58
10-510.05-05-00 Publications	350	0.00	250.00	71.43	100.00	229.50
10-510.05-06-00 Processing Fees	2,200	0.00	973.82	44.26	1,226.18	1,208.09
<b>TOTAL OTHER PURCHASES</b>	<b>8,850</b>	<b>0.00</b>	<b>3,636.63</b>	<b>41.09</b>	<b>5,213.37</b>	<b>5,206.26</b>
<b>MAINTENANCE</b>						
10-510.06-32-00 REJIS System	700	0.00	246.84	35.26	453.16	237.36
10-510.06-33-00 Software Support Agreeme	2,500	0.00	2,277.86	91.11	222.14	2,169.39
10-510.06-34-00 Office Equipment Mainten	800	0.00	99.26	12.41	700.74	395.97
<b>TOTAL MAINTENANCE</b>	<b>4,000</b>	<b>0.00</b>	<b>2,623.96</b>	<b>65.60</b>	<b>1,376.04</b>	<b>2,802.72</b>
<b>CITY SERVICES</b>						
10-510.07-80-00 Boarding of Prisoners	14,000	145.45	1,865.95	13.33	12,134.05	3,765.95
10-510.07-82-00 Balliff	6,000	565.55	4,021.47	67.02	1,978.53	5,914.84
10-510.07-82-01 Translator	800	140.00	507.10	63.39	292.90	961.86
<b>TOTAL CITY SERVICES</b>	<b>20,800</b>	<b>851.00</b>	<b>6,394.52</b>	<b>30.74</b>	<b>14,405.48</b>	<b>10,642.65</b>
<b>OTHER EXPENDITURES</b>						
10-510.09-21-00 Miscellaneous	200	0.00	368.53	184.27	(168.53)	115.79
<b>TOTAL OTHER EXPENDITURES</b>	<b>200</b>	<b>0.00</b>	<b>368.53</b>	<b>184.27</b>	<b>(168.53)</b>	<b>115.79</b>
<b>TOTAL MUNICIPAL COURT</b>	<b>156,709</b>	<b>12,576.47</b>	<b>112,606.06</b>	<b>71.86</b>	<b>44,102.94</b>	<b>118,514.91</b>

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

10 -General Fund  
 PUBLIC WORKS  
 EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-515.01-01-00 Salaries	121,245	14,053.45	90,417.48	74.57	30,827.52	65,655.54
10-515.01-21-00 FICA & Medicare	9,109	1,085.18	7,168.64	78.70	1,940.36	5,380.92
10-515.01-22-00 Retirement	4,337	517.48	1,385.65	31.95	2,951.35	2,028.68
10-515.01-33-00 Auto Allow-Public Wks Di	3,000	250.00	2,500.00	83.33	500.00	2,500.00
10-515.01-41-00 Membership Fees & Dues	750	0.00	26.25	3.50	723.75	634.00
10-515.01-41-02 Professional Development	3,600	1,326.16	2,788.04	77.45	811.96	2,824.33
10-515.01-43-00 Tuition Reimbursement	0	0.00	500.00	0.00	(500.00)	0.00
TOTAL PERSONNEL	142,041	17,232.27	104,786.06	73.77	37,254.94	79,023.47
<u>INSURANCE</u>						
10-515.02-02-00 Health, Life & Dental	12,056	1,009.89	10,171.89	84.37	1,884.11	3,563.91
10-515.02-03-00 Workers Compensation	815	0.00	294.50	36.13	520.50	437.35
10-515.02-04-00 Unemployment	1,280	0.00	0.00	0.00	1,280.00	960.00
TOTAL INSURANCE	14,151	1,009.89	10,466.39	73.96	3,684.61	4,961.26
<u>UTILITIES</u>						
10-515.03-05-00 Mobile Phones & Pagers	480	60.58	545.44	113.63	(65.44)	400.00
TOTAL UTILITIES	480	60.58	545.44	113.63	(65.44)	400.00
<u>CAPITAL EXPENDITURES</u>						
<u>OTHER PURCHASES</u>						
10-515.05-01-00 Office Supplies & Consum	750	0.00	550.56	73.41	199.44	436.89
10-515.05-02-00 Postage	150	0.00	45.83	30.55	104.17	58.58
10-515.05-04-00 Printing	250	0.00	380.77	152.31	(130.77)	26.00
10-515.05-20-00 Small Office Equipment	0	0.00	0.00	0.00	0.00	4.29
10-515.05-31-00 Uniforms	100	0.00	119.37	119.37	(19.37)	0.00
10-515.05-32-00 Other Purchases	0	0.00	0.00	0.00	0.00	37.50
TOTAL OTHER PURCHASES	1,250	0.00	1,096.53	87.72	153.47	563.26
<u>MAINTENANCE</u>						
10-515.06-36-00 Tornado Siren	2,500	702.00	2,584.00	103.36	(84.00)	2,424.00
TOTAL MAINTENANCE	2,500	702.00	2,584.00	103.36	(84.00)	2,424.00
<u>PROFESSIONAL FEES</u>						
10-515.08-03-00 Engineer & Planning Fees	25,000	1,800.00	22,848.92	91.40	2,151.08	21,451.58
TOTAL PROFESSIONAL FEES	25,000	1,800.00	22,848.92	91.40	2,151.08	21,451.58
<u>OTHER EXPENDITURES</u>						
10-515.09-21-00 Miscellaneous	500	0.00	860.44	172.09	(360.44)	72.00
TOTAL OTHER EXPENDITURES	500	0.00	860.44	172.09	(360.44)	72.00
TOTAL PUBLIC WORKS	185,922	20,804.74	143,187.78	77.01	42,734.22	108,895.57

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

10 -General Fund  
COMMUNITY DEVELOPMENT  
EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-518.01-01-00 Salaries	198,900	22,814.95	158,693.18	79.79	40,206.82	163,322.12
10-518.01-21-00 FICA & Medicare	15,216	1,725.62	12,303.91	80.86	2,912.09	11,184.97
10-518.01-22-00 Retirement	10,713	1,244.32	8,808.71	82.22	1,904.29	5,613.66
10-518.01-31-00 Auto Allowance - Other	2,400	200.00	2,000.00	83.33	400.00	2,400.00
10-518.01-41-00 Membership Fees & Dues	1,675	0.00	1,109.00	66.21	566.00	1,022.42
10-518.01-41-02 Professional Development	5,400	56.00	1,811.71	33.55	3,588.29	4,078.93
TOTAL PERSONNEL	234,304	26,040.89	184,726.51	78.84	49,577.49	187,622.10
<u>INSURANCE</u>						
10-518.02-02-00 Health, Life & Dental	23,219	1,791.60	19,944.79	85.90	3,274.21	17,542.28
10-518.02-03-00 Workers Compensation	1,007	0.00	404.78	40.20	602.22	1,783.81
10-518.02-04-00 Unemployment	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL INSURANCE	25,226	1,791.60	20,349.57	80.67	4,876.43	19,326.09
<u>UTILITIES</u>						
10-518.03-03-00 Gas	0	0.00	40.08	0.00	(40.08)	0.00
10-518.03-05-00 Mobile Phones & Pagers	1,600	132.04	1,187.34	74.21	412.66	1,303.24
TOTAL UTILITIES	1,600	132.04	1,227.42	76.71	372.58	1,303.24
<u>CAPITAL EXPENDITURES</u>						
10-518.04-41-00 Development	0	0.00	0.00	0.00	0.00	35,000.00
TOTAL CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	35,000.00
<u>OTHER PURCHASES</u>						
10-518.05-01-00 Office Supplies & Consum	1,600	76.77	1,252.59	78.29	347.41	768.18
10-518.05-02-00 Postage	750	0.00	1,430.65	190.75	(680.65)	832.15
10-518.05-04-00 Printing	500	0.00	205.60	41.12	294.40	125.30
10-518.05-05-00 Publications	870	0.00	0.00	0.00	870.00	0.00
10-518.05-20-00 Small Office Equipment	0	0.00	0.00	0.00	0.00	26.97
10-518.05-21-00 Equipment & Handtools	300	0.00	0.00	0.00	300.00	0.00
10-518.05-31-00 Uniforms	200	0.00	0.00	0.00	200.00	0.00
TOTAL OTHER PURCHASES	4,220	76.77	2,888.84	68.46	1,331.16	1,752.60
<u>MAINTENANCE</u>						
10-518.06-21-00 Vehicle Repair & Mainten	2,200	80.47	1,261.25	57.33	938.75	156.47
10-518.06-22-00 Vehicle Gas & Oil	1,800	132.86	1,096.02	60.89	703.98	1,563.67
TOTAL MAINTENANCE	4,000	213.33	2,357.27	58.93	1,642.73	1,720.14
<u>CITY SERVICES</u>						
10-518.07-02-01 Public Notices	2,000	57.21	2,129.03	106.45	(129.03)	1,291.91
10-518.07-04-00 Code Enforcement	15,000	0.00	300.00	2.00	14,700.00	0.00
TOTAL CITY SERVICES	17,000	57.21	2,429.03	14.29	14,570.97	1,291.91
<u>PROFESSIONAL FEES</u>						
10-518.08-03-00 Engineering & Planning F	3,000	0.00	1,991.90	66.40	1,008.10	0.00
10-518.08-03-02 NPDES II / Arcview	1,500	0.00	250.00	16.67	1,250.00	0.00
TOTAL PROFESSIONAL FEES	4,500	0.00	2,241.90	49.82	2,258.10	0.00

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

10 -General Fund  
 COMMUNITY DEVELOPMENT  
 EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>OTHER EXPENDITURES</u>						
10-518.09-20-00 Planning Com. Meeting Su	150	0.00	7.96	5.31	142.04	0.00
10-518.09-21-00 Miscellaneous	<u>200</u>	<u>0.00</u>	<u>181.56</u>	<u>90.78</u>	<u>18.44</u>	<u>35.78</u>
TOTAL OTHER EXPENDITURES	<u>350</u>	<u>0.00</u>	<u>189.52</u>	<u>54.15</u>	<u>160.48</u>	<u>35.78</u>
TOTAL COMMUNITY DEVELOPMENT	291,200	28,311.84	216,410.06	74.32	74,789.94	248,051.86

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

10 -General Fund  
STREET DEPARTMENT  
EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>PERSONNEL</b>						
10-520.01-01-00 Salaries	232,262	26,575.78	181,741.48	78.25	50,520.52	185,582.18
10-520.01-03-00 Overtime	13,500	1,094.37	8,265.78	61.23	5,234.22	9,897.01
10-520.01-21-00 FICA & Medicare	17,718	2,050.26	14,381.82	81.17	3,336.18	14,491.98
10-520.01-22-00 Retirement	13,703	1,456.29	10,540.63	76.92	3,162.37	6,656.19
10-520.01-41-02 Professional Development	300	0.00	0.00	0.00	300.00	0.00
<b>TOTAL PERSONNEL</b>	<b>277,483</b>	<b>31,176.70</b>	<b>214,929.71</b>	<b>77.46</b>	<b>62,553.29</b>	<b>216,627.36</b>
<b>INSURANCE</b>						
10-520.02-02-00 Health, Life & Dental	38,280	3,524.48	40,401.26	105.54 (	2,121.26)	25,934.96
10-520.02-03-00 Workers Compensation	29,016	0.00	21,391.55	73.72	7,624.45	20,205.14
10-520.02-04-00 Unemployment	1,500	0.00	138.21	9.21	1,361.79	0.00
<b>TOTAL INSURANCE</b>	<b>68,796</b>	<b>3,524.48</b>	<b>61,931.02</b>	<b>90.02</b>	<b>6,864.98</b>	<b>46,140.10</b>
<b>UTILITIES</b>						
10-520.03-01-00 Telephone & Voicemail	1,500	116.85	1,130.33	75.36	369.67	1,063.44
10-520.03-02-00 Electricity	3,400	170.05	2,159.49	63.51	1,240.51	2,160.86
10-520.03-03-00 Gas	2,200	43.26	1,184.62	53.85	1,015.38	1,166.34
10-520.03-04-00 Water	4,000	287.30	2,973.45	74.34	1,026.55	2,728.62
10-520.03-05-00 Mobile Phones & Pagers	2,800	199.79	1,806.38	64.51	993.62	1,058.75
10-520.03-09-00 Trash Hauling	600	165.00	330.00	55.00	270.00	330.00
<b>TOTAL UTILITIES</b>	<b>14,500</b>	<b>982.25</b>	<b>9,584.27</b>	<b>66.10</b>	<b>4,915.73</b>	<b>8,508.01</b>
<b>CAPITAL EXPENDITURES</b>						
<b>OTHER PURCHASES</b>						
10-520.05-01-00 Office Supplies & Consum	800	29.39	408.28	51.04	391.72	522.79
10-520.05-02-00 Postage	0	0.00	0.00	0.00	0.00	0.75
10-520.05-20-00 Small Office Equipment	400	0.00	74.99	18.75	325.01	0.00
10-520.05-21-00 Handtools	5,000	231.26	4,025.17	80.50	974.83	4,022.37
10-520.05-31-00 Uniforms	2,600	618.24	1,924.84	74.03	675.16	1,443.10
<b>TOTAL OTHER PURCHASES</b>	<b>8,800</b>	<b>878.89</b>	<b>6,433.28</b>	<b>73.11</b>	<b>2,366.72</b>	<b>5,989.01</b>
<b>MAINTENANCE</b>						
10-520.06-21-00 Vehicle Repair & Mainten	0	26.68	26.68	0.00 (	26.68)	182.09
10-520.06-21-01 Equipment Repair & Maint	0	0.00	0.00	0.00	0.00	90.14
10-520.06-22-00 Vehicle Gas & Oil	0	0.00	0.00	0.00	0.00	45.13
<b>TOTAL MAINTENANCE</b>	<b>0</b>	<b>26.68</b>	<b>26.68</b>	<b>0.00 (</b>	<b>26.68)</b>	<b>317.36</b>
<b>CITY SERVICES</b>						
10-520.07-33-00 Street Repair Materials	0	336.00	941.73	0.00 (	941.73)	0.00
10-520.07-41-00 Street Lights-Electricit	0	0.00	0.00	0.00	0.00	387.15
10-520.07-43-00 Spring/Fall Cleanup	9,000	3,261.16	4,389.16	48.77	4,610.84	7,828.47
10-520.07-43-01 Recycling Extravaganza	1,500	0.00	1,916.40	127.76 (	416.40)	1,475.60
10-520.07-43-02 HHW Collection Event	400	0.00	0.00	0.00	400.00	0.00
10-520.07-51-00 Mosquito & Weed Control	2,000	0.00	1,180.78	59.04	819.22	563.00
10-520.07-55-00 Animal Control	100	0.00	0.00	0.00	100.00	0.00
<b>TOTAL CITY SERVICES</b>	<b>13,000</b>	<b>3,597.16</b>	<b>8,428.07</b>	<b>64.83</b>	<b>4,571.93</b>	<b>10,254.22</b>

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

10 -General Fund  
STREET DEPARTMENT  
EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PROFESSIONAL FEES</u>						
10-520.08-03-02 NPDES II/Arcview Program	0	0.00	0.00	0.00	0.00	60.00
TOTAL PROFESSIONAL FEES	0	0.00	0.00	0.00	0.00	60.00
<u>OTHER EXPENDITURES</u>						
10-520.09-21-00 Miscellaneous	150	49.50	324.75	216.50	(174.75)	85.00
TOTAL OTHER EXPENDITURES	150	49.50	324.75	216.50	(174.75)	85.00
TOTAL STREET DEPARTMENT	382,729	40,235.66	301,657.78	78.82	81,071.22	287,981.06

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

10 -General Fund  
PARKS DEPARTMENT  
EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>PERSONNEL</b>						
10-525.01-01-00 Salaries	121,500	11,515.87	100,695.87	82.88	20,804.13	102,031.89
10-525.01-03-00 Overtime	7,500	156.00	3,703.68	49.38	3,796.32	3,196.28
10-525.01-05-00 Seasonal Landscape Maint	33,800	5,603.00	25,759.50	76.21	8,040.50	19,697.25
10-525.01-21-00 FICA & Medicare	9,975	1,264.53	9,599.12	96.23	375.88	8,721.74
10-525.01-22-00 Retirement	7,073	495.34	5,302.15	74.96	1,770.85	3,892.21
10-525.01-41-00 Membership Fees & Dues	100	0.00	0.00	0.00	100.00	0.00
10-525.01-41-02 Professional Development	100	0.00	25.56	25.56	74.44	0.00
<b>TOTAL PERSONNEL</b>	<b>180,048</b>	<b>19,034.74</b>	<b>145,085.88</b>	<b>80.58</b>	<b>34,962.12</b>	<b>137,539.37</b>
<b>INSURANCE</b>						
10-525.02-02-00 Health, Life & Dental	21,001	1,703.73	19,472.60	92.72	1,528.40	14,834.36
10-525.02-03-00 Workers Compensation	8,705	0.00	5,730.28	65.83	2,974.72	6,317.89
10-525.02-04-00 Unemployment	500	0.00	0.00	0.00	500.00	0.00
<b>TOTAL INSURANCE</b>	<b>30,206</b>	<b>1,703.73</b>	<b>25,202.88</b>	<b>83.44</b>	<b>5,003.12</b>	<b>21,152.25</b>
<b>UTILITIES</b>						
10-525.03-01-00 Telephone & Voicemail	1,700	161.23	1,461.82	85.99	238.18	1,223.72
10-525.03-02-00 Electricity	14,550	1,095.05	13,586.20	93.38	963.80	11,579.99
10-525.03-03-00 Gas	1,500	36.90	785.31	52.35	714.69	1,134.01
10-525.03-04-00 Water	12,500	679.06	5,224.59	41.80	7,275.41	7,042.09
10-525.03-05-00 Mobile Phones & Pagers	2,250	82.32	743.25	33.03	1,506.75	1,257.09
10-525.03-09-00 Trash Hauling	1,500	335.00	670.00	44.67	830.00	670.00
<b>TOTAL UTILITIES</b>	<b>34,000</b>	<b>2,389.56</b>	<b>22,471.17</b>	<b>66.09</b>	<b>11,528.83</b>	<b>22,906.90</b>
<b>CAPITAL EXPENDITURES</b>						
10-525.04-72-00 Maintenance-ELP	0	0.00	0.00	0.00	0.00	1,239.75
<b>TOTAL CAPITAL EXPENDITURES</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,239.75</b>
<b>OTHER PURCHASES</b>						
10-525.05-01-00 Office Supplies & Consum	500	121.42	408.44	81.69	91.56	230.34
10-525.05-02-00 Postage	75	0.00	0.42	0.56	74.58	35.69
10-525.05-04-00 Printing	400	193.55	437.29	109.32	37.29	386.00
10-525.05-05-00 Publications	100	0.00	0.00	0.00	100.00	0.00
10-525.05-20-00 Small Office Equipment	100	0.00	0.00	0.00	100.00	0.00
10-525.05-21-00 Equipment & Handtools	5,500	65.31	5,563.55	101.16	63.55	3,949.32
10-525.05-31-00 Uniforms	1,500	0.00	1,113.80	74.25	386.20	725.67
10-525.05-41-01 Restroom Supplies	2,200	643.65	2,325.97	105.73	125.97	2,027.80
10-525.05-41-02 Trash Bags	3,800	454.06	4,098.84	107.86	298.84	2,625.30
10-525.05-41-03 Park Enhancements	7,000	93.10	4,285.82	61.23	2,714.18	1,104.33
10-525.05-42-00 Grass Seed & Fertilizer	2,800	442.50	2,192.08	78.29	607.92	51.00
10-525.05-99-00 Other Purchases	500	47.93	370.61	74.12	129.39	75.40
<b>TOTAL OTHER PURCHASES</b>	<b>24,475</b>	<b>2,061.52</b>	<b>20,796.82</b>	<b>84.97</b>	<b>3,678.18</b>	<b>11,210.85</b>
<b>MAINTENANCE</b>						
10-525.06-01-00 Buildings Maint & Repair	6,900	358.66	6,563.86	95.13	336.14	3,648.43
10-525.06-03-00 Restrooms	5,300	629.50	1,587.49	29.95	3,712.51	1,274.58
10-525.06-05-01 Stage Maintenance	150	0.00	0.00	0.00	150.00	0.00

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

10 -General Fund  
 PARKS DEPARTMENT  
 EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
10-525.06-05-02 Ballfield Maintenance	6,600	1,284.75	5,185.28	78.56	1,414.72	816.58
10-525.06-05-03 Trail Maintenance	3,600	794.14	1,053.08	29.25	2,546.92	112.97
10-525.06-12-00 Playground Equipment Rep	2,000	56.00	433.30	21.67	1,566.70	1,061.31
10-525.06-13-00 Spirit Fountain	3,500	307.26	4,124.03	117.83 (	624.03)	510.39
10-525.06-21-00 Vehicle Repair & Mainten	6,500	120.41	5,122.57	78.81	1,377.43	3,358.17
10-525.06-21-01 Equipment Repair & Maint	3,500	662.94	4,118.99	117.69 (	618.99)	3,349.01
10-525.06-21-02 Tractor Mowing Equipment	5,500	25.95	5,854.82	106.45 (	354.82)	5,077.45
10-525.06-22-00 Vehicle Gas & Oil	7,500	367.65	3,441.41	45.89	4,058.59	5,156.48
10-525.06-22-01 Equipment Gas & Oil	5,000	1,036.69	4,506.26	90.13	493.74	3,996.23
<b>TOTAL MAINTENANCE</b>	<b>56,050</b>	<b>5,643.95</b>	<b>41,991.09</b>	<b>74.92</b>	<b>14,058.91</b>	<b>28,361.60</b>
<b>CITY SERVICES</b>						
10-525.07-20-00 Rental of Portable Toile	3,000	270.00	1,440.00	48.00	1,560.00	2,440.00
10-525.07-51-00 Mosquito & Weed Control	2,800	2,065.52	6,132.30	219.01 (	3,332.30)	1,087.37
10-525.07-51-01 Landscaping	2,500	0.00	0.00	0.00	2,500.00	0.00
10-525.07-52-00 Tree Trimming & Removal	9,000	0.00	5,096.63	56.63	3,903.37	3,357.81
10-525.07-53-00 Tree Planting	8,000	0.00	3,560.63	44.51	4,439.37	0.00
10-525.07-60-00 Rental Equipment	1,000	350.00	487.50	48.75	512.50	125.00
<b>TOTAL CITY SERVICES</b>	<b>26,300</b>	<b>2,685.52</b>	<b>16,717.06</b>	<b>63.56</b>	<b>9,582.94</b>	<b>7,010.18</b>
<b>OTHER EXPENDITURES</b>						
10-525.09-21-00 Miscellaneous	1,000	112.00	688.60	68.86	311.40	391.38
<b>TOTAL OTHER EXPENDITURES</b>	<b>1,000</b>	<b>112.00</b>	<b>688.60</b>	<b>68.86</b>	<b>311.40</b>	<b>391.38</b>
<b>TOTAL PARKS DEPARTMENT</b>	<b>352,079</b>	<b>33,631.02</b>	<b>272,953.50</b>	<b>77.53</b>	<b>79,125.50</b>	<b>229,812.28</b>

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

10 -General Fund  
 NATURE SANCTUARY  
 EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>PERSONNEL</b>						
10-535.01-01-00 Salaries	18,000	3,325.00	16,583.03	92.13	1,416.97	12,693.12
10-535.01-03-00 Overtime Pay	0	247.50	247.50	0.00	(247.50)	0.00
10-535.01-21-00 FICA & Medicare	1,377	273.31	1,322.90	96.07	54.10	971.08
10-535.01-31-00 Expense Allowance-Other	200	0.00	0.00	0.00	200.00	0.00
<b>TOTAL PERSONNEL</b>	<b>19,577</b>	<b>3,845.81</b>	<b>18,153.43</b>	<b>92.73</b>	<b>1,423.57</b>	<b>13,664.20</b>
<b>UTILITIES</b>						
<b>CAPITAL EXPENDITURES</b>						
<b>OTHER PURCHASES</b>						
10-535.05-01-00 Office Supplies & Consum	100	0.00	119.49	119.49	(19.49)	45.00
10-535.05-02-00 Postage	50	0.00	4.70	9.40	45.30	13.52
10-535.05-04-00 Printing	500	0.00	0.00	0.00	500.00	497.37
10-535.05-21-00 Equipment & Handtools	400	0.00	253.20	63.30	146.80	540.31
10-535.05-41-00 Materials	1,000	0.00	91.46	9.15	908.54	110.44
10-535.05-42-00 Program Expenses	2,700	563.21	1,434.74	53.14	1,265.26	1,131.29
<b>TOTAL OTHER PURCHASES</b>	<b>4,750</b>	<b>563.21</b>	<b>1,903.59</b>	<b>40.08</b>	<b>2,846.41</b>	<b>2,337.93</b>
<b>MAINTENANCE</b>						
10-535.06-01-00 Building Maintenance & R	950	0.00	402.81	42.40	547.19	922.29
10-535.06-05-03 Trail Maintenance	3,500	813.62	2,130.17	60.86	1,369.83	1,005.28
10-535.06-21-00 Vehicle Repair & Mainten	1,000	0.00	517.31	51.73	482.69	389.21
10-535.06-21-01 Equipment Repair & Maint	150	0.00	71.56	47.71	78.44	177.14
10-535.06-22-00 Vehicle Gas & Oil	400	25.63	177.16	44.29	222.84	264.99
<b>TOTAL MAINTENANCE</b>	<b>6,000</b>	<b>839.25</b>	<b>3,299.01</b>	<b>54.98</b>	<b>2,700.99</b>	<b>2,758.91</b>
<b>CITY SERVICES</b>						
10-535.07-51-00 Mosquito & Weed Control	250	0.00	37.90	15.16	212.10	160.37
<b>TOTAL CITY SERVICES</b>	<b>250</b>	<b>0.00</b>	<b>37.90</b>	<b>15.16</b>	<b>212.10</b>	<b>160.37</b>
<b>OTHER EXPENDITURES</b>						
10-535.09-21-00 Miscellaneous	500	0.00	389.25	77.85	110.75	219.16
<b>TOTAL OTHER EXPENDITURES</b>	<b>500</b>	<b>0.00</b>	<b>389.25</b>	<b>77.85</b>	<b>110.75</b>	<b>219.16</b>
<b>TOTAL NATURE SANCTUARY</b>	<b>31,077</b>	<b>5,248.27</b>	<b>23,783.18</b>	<b>76.53</b>	<b>7,293.82</b>	<b>19,140.57</b>

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

10 -General Fund  
CHANNEL 2 & WEBSITE  
EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-540.01-52-00 Technical Consultant/Int	10,200	850.00	6,800.00	66.67	3,400.00	7,049.40
10-540.01-53-00 Production Assistant/Int	<u>2,100</u>	<u>150.00</u>	<u>1,200.00</u>	<u>57.14</u>	<u>900.00</u>	<u>1,250.00</u>
TOTAL PERSONNEL	12,300	1,000.00	8,000.00	65.04	4,300.00	8,299.40
<u>CAPITAL EXPENDITURES</u>						
10-540.04-11-00 Computers & Programming	0	0.00	0.00	0.00	0.00	( 299.40)
10-540.04-21-00 Office Equipment	<u>200</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>200.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES	200	0.00	0.00	0.00	200.00	( 299.40)
<u>OTHER PURCHASES</u>						
10-540.05-03-00 Computer Equip/Access/Pr	<u>500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>	<u>149.99</u>
TOTAL OTHER PURCHASES	500	0.00	0.00	0.00	500.00	149.99
<u>MAINTENANCE</u>						
10-540.06-31-00 Computer Maintenance	<u>500</u>	<u>0.00</u>	<u>59.95</u>	<u>11.99</u>	<u>440.05</u>	<u>59.95</u>
TOTAL MAINTENANCE	500	0.00	59.95	11.99	440.05	59.95
<u>OTHER EXPENDITURES</u>						
10-540.09-05-00 Newsletter/Website	4,000	0.00	2,507.98	62.70	1,492.02	3,269.03
10-540.09-05-01 Website Maintenance	<u>250</u>	<u>0.00</u>	<u>99.95</u>	<u>39.98</u>	<u>150.05</u>	<u>0.00</u>
TOTAL OTHER EXPENDITURES	<u>4,250</u>	<u>0.00</u>	<u>2,607.93</u>	<u>61.36</u>	<u>1,642.07</u>	<u>3,269.03</u>
TOTAL CHANNEL 2 & WEBSITE	17,750	1,000.00	10,667.88	60.10	7,082.12	11,478.97

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

10 -General Fund

TRANSFERS OUT

83.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>TRANSFERS-OTHER SOURCES</u>						
10-550.20-04-00 Transfer to Reserve Fund	60,000	5,000.00	50,000.00	83.33	10,000.00	264,166.64
10-550.20-21-00 Transfer to Debt Service	<u>217,500</u>	<u>18,125.00</u>	<u>181,250.00</u>	<u>83.33</u>	<u>36,250.00</u>	<u>184,166.64</u>
TOTAL TRANSFERS-OTHER SOURCES	<u>277,500</u>	<u>23,125.00</u>	<u>231,250.00</u>	<u>83.33</u>	<u>46,250.00</u>	<u>448,333.28</u>
TOTAL TRANSFERS OUT	277,500	23,125.00	231,250.00	83.33	46,250.00	448,333.28

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

10 -General Fund  
 IT  
 EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-555.01-52-00 Information Technology S	21,000	0.00	6,993.74	33.30	14,006.26	15,604.25
TOTAL PERSONNEL	21,000	0.00	6,993.74	33.30	14,006.26	15,604.25
<u>INSURANCE</u>						
10-555.02-01-00 Equipment	1,500	0.00	2,161.74	144.12 (	661.74)	494.35
10-555.02-02-00 Software	15,310	1,712.78	15,177.55	99.13	132.45	13,127.69
10-555.02-04-00 Domain Registrations	390	0.00	471.94	121.01 (	81.94)	125.00
TOTAL INSURANCE	17,200	1,712.78	17,811.23	103.55 (	611.23)	13,747.04
<u>MAINTENANCE</u>						
10-555.06-01-00 Maintenance & Repair	2,124	177.00	1,673.00	78.77	451.00	1,770.00
TOTAL MAINTENANCE	2,124	177.00	1,673.00	78.77	451.00	1,770.00
TOTAL IT	40,324	1,889.78	26,477.97	65.66	13,846.03	31,121.29

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

10 -General Fund  
 CAPITAL OUTLAY  
 EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>CAPITAL OUTLAY</u>						
10-560.50-50-00 Police Capital Outlay	34,500	4,594.42	34,423.42	99.78	76.58	0.00
TOTAL CAPITAL OUTLAY	34,500	4,594.42	34,423.42	99.78	76.58	0.00
<u>CAPITAL OUTLAY</u>						
10-560.51-50-00 Public Works Capital Out	129,175	63,827.00	89,751.98	69.48	39,423.02	0.00
10-560.51-80-00 Com Development Capital	110,000	52.87	21,312.30	19.37	88,687.70	0.00
TOTAL CAPITAL OUTLAY	239,175	63,879.87	111,064.28	46.44	128,110.72	0.00
<u>CAPITAL OUTLAY</u>						
10-560.52-50-00 Parks Capital Outlay	82,500	0.00	0.00	0.00	82,500.00	0.00
TOTAL CAPITAL OUTLAY	82,500	0.00	0.00	0.00	82,500.00	0.00
TOTAL CAPITAL OUTLAY	356,175	68,474.29	145,487.70	40.85	210,687.30	0.00
TOTAL EXPENDITURES	4,333,635	410,651.39	3,002,004.02	69.27	1,331,630.98	3,232,054.42
EXCESS REVENUES OVER/(UNDER) EXPENDITURE(	409,494)	( 192,154.70)	379,501.72		0.00	344,275.41

# Sewer Fund (30)

Last Updated 11/11/15

	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Budget	2015 YTD	2015 Projected	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 Projected	2021 Projected
<i>Beginning Fund Balance</i>	\$426,505	\$ 493,616	\$ 605,952	\$ 516,873	\$ 1,020,362	\$ 1,104,409	\$ 1,104,409	\$ 794,313	\$ 345,292	\$ 227,840	\$ 344,051	\$ 318,941	\$ 340,763
<b>Revenues</b>													
<i>Projected Rate Increase</i>				3.00%	3.00%	3.00%	3.00%	2.50%	3.00%	3.00%	3.00%	2.50%	1.00%
Sewer Charges	907,088	962,603	937,785	1,016,426	1,027,940	790,429	962,000	1,014,750	1,045,193	1,076,548	1,108,845	1,136,566	1,147,931
Sewer Tap Fees	19,500	33,000	30,000	43,500	30,000	36,000	40,500	36,000	36,540	37,088	37,644	38,209	38,782
Sewer Impact Fees	18,200	30,800	28,000	42,000	28,000	33,600	37,800	33,600	34,104	34,616	35,135	35,662	36,197
MOAW Bill Collection Payment	636	715	686	562	650	-	650	650	650	650	650	650	650
Grinder Pump Administrative Fee	4,620	4,620	3,850	4,620	-	3,850	4,620	4,620	4,620	4,620	4,620	4,620	4,620
Interest Income	9,061	6,611	5,872	4,361	4,400	4,096	4,800	4,800	4,872	4,921	4,970	5,020	5,070
Transfer from Sewer CIP (33)	-	-	-	294,984	-	-	-	-	-	-	-	-	-
Miscellaneous	35	-	16	1,000	200	-	-	200	203	206	209	212	215
<b>Sewer Fund Revenues:</b>	<b>959,140</b>	<b>1,038,349</b>	<b>1,006,209</b>	<b>1,407,454</b>	<b>1,091,190</b>	<b>867,975</b>	<b>1,050,370</b>	<b>1,094,620</b>	<b>1,126,182</b>	<b>1,158,649</b>	<b>1,192,073</b>	<b>1,220,939</b>	<b>1,233,466</b>
<b>Total Sources:</b>	<b>1,385,645</b>	<b>1,531,965</b>	<b>1,612,161</b>	<b>1,924,326</b>	<b>2,111,552</b>	<b>1,972,384</b>	<b>2,154,779</b>	<b>1,888,933</b>	<b>1,471,474</b>	<b>1,386,488</b>	<b>1,536,124</b>	<b>1,539,880</b>	<b>1,574,229</b>
<b>Expenditures</b>													
Operating Expenses	388,097	453,316	449,989	462,065	519,812	355,930	508,224	520,116	529,780	539,630	549,669	559,901	570,330
Capital Expenses	16,415	18,146	5,636	59,988	802,275	243,074	416,245	734,500	427,300	213,000	374,700	348,500	212,400
Debt Service	273,917	198,952	202,233	191,504	332,785	305,953	334,497	185,495	180,953	182,095	182,947	178,651	179,311
Transfer to General Fund - Admin Fee	70,000	75,000	100,000	100,000	101,500	84,583	101,500	103,530	105,601	107,713	109,867	112,064	114,305
Other Transfers	143,600	180,600	337,431	-	-	-	-	-	-	-	-	-	-
<b>Sewer Fund Expenditures:</b>	<b>892,029</b>	<b>926,014</b>	<b>1,095,288</b>	<b>813,557</b>	<b>1,756,372</b>	<b>989,541</b>	<b>1,360,466</b>	<b>1,543,641</b>	<b>1,243,634</b>	<b>1,042,438</b>	<b>1,217,183</b>	<b>1,199,116</b>	<b>1,076,347</b>
<b>Estimated Working Capital (deficit) :</b>	<b>493,616</b>	<b>605,952</b>	<b>516,873</b>	<b>1,110,769</b>	<b>355,180</b>	<b>982,844</b>	<b>794,313</b>	<b>345,292</b>	<b>227,840</b>	<b>344,051</b>	<b>318,941</b>	<b>340,763</b>	<b>497,882</b>
<b>TARGET*</b>	\$388,441	\$331,031	\$339,730	\$332,020	\$488,113	\$488,113	\$485,216	\$341,407	\$339,798	\$343,931	\$347,831	\$346,642	\$350,470

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

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

30 -Sewer Service Fund  
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
OTHER REVENUE	1,086,590	95,003.63	863,878.99	79.50	222,711.01	906,808.78
INTEREST INCOME	4,400	417.40	4,096.28	93.10	303.72	3,611.88
MISCELLANEOUS REVENUE	200	0.00	0.00	0.00	200.00	1,000.00
TRANSFERS IN	332,784	0.00	0.00	0.00	332,784.00	294,984.41
TOTAL REVENUES	1,423,974	95,421.03	867,975.27	60.95	555,998.73	1,206,405.07
<u>EXPENDITURE SUMMARY</u>						
ADMINISTRATIVE	2,089,156	56,896.87	989,540.87	47.37	1,099,615.13	623,640.89
TOTAL EXPENDITURES	2,089,156	56,896.87	989,540.87	47.37	1,099,615.13	623,640.89
EXCESS REVENUES OVER/(UNDER) EXPENDITURE	(665,182)	38,524.16	(121,565.60)		(543,616.40)	582,764.18

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

30 -Sewer Service Fund  
 FINANCIAL SUMMARY  
 REVENUES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>OTHER REVENUE</u>						
30-41501-00 Sewer Charges	1,027,940	12,513.97	63,399.99	6.17	964,540.01	60,205.83
30-41501-01 Sewer Charges - Data Tech	0	73,404.66	727,029.00	0.00 (	727,029.00)	785,137.95
30-41502-00 Sewer Tap Fees	30,000	4,500.00	36,000.00	120.00 (	6,000.00)	30,000.00
30-41502-01 Sewer Impact Fees	28,000	4,200.00	33,600.00	120.00 (	5,600.00)	28,000.00
30-41503-00 Mo Am Bill Collection pymt	650	0.00	0.00	0.00	650.00	0.00
30-41504-00 Grinder Pump Admin Fee	0	385.00	3,850.00	0.00 (	3,850.00)	3,465.00
TOTAL OTHER REVENUE	1,086,590	95,003.63	863,878.99	79.50	222,711.01	906,808.78
<u>INTEREST INCOME</u>						
30-41701-00 Interest Income	4,400	417.40	4,096.28	93.10	303.72	3,611.88
TOTAL INTEREST INCOME	4,400	417.40	4,096.28	93.10	303.72	3,611.88
<u>MISCELLANEOUS REVENUE</u>						
30-41804-00 Miscellaneous Revenue	200	0.00	0.00	0.00	200.00	0.00
30-41805-00 Water Service Fees	0	0.00	0.00	0.00	0.00	1,000.00
TOTAL MISCELLANEOUS REVENUE	200	0.00	0.00	0.00	200.00	1,000.00
<u>TRANSFERS IN</u>						
30-41901-00 Transfer from Sewer Fund	332,784	0.00	0.00	0.00	332,784.00	0.00
30-41902-00 Trnasfer from Sewer CIP	0	0.00	0.00	0.00	0.00	294,984.41
TOTAL TRANSFERS IN	332,784	0.00	0.00	0.00	332,784.00	294,984.41
TOTAL REVENUE	1,423,974	95,421.03	867,975.27	60.95	555,998.73	1,206,405.07

C I T Y O F P A R K V I L L E  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

30 -Sewer Service Fund

ADMINISTRATIVE

83.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>PERSONNEL</b>						
30-501.01-01-00 Salaries	13,156	1,645.04	8,424.79	64.04	4,731.21	8,576.09
30-501.01-21-00 FICA & Medicare	1,006	125.30	659.07	65.51	346.93	656.10
30-501.01-41-00 Training & Dues	0	0.00	1,416.10	0.00	( 1,416.10)	0.00
TOTAL PERSONNEL	14,162	1,770.34	10,499.96	74.14	3,662.04	9,232.19
<b>INSURANCE</b>						
30-501.02-01-00 Hazard & Liability	6,000	0.00	2,689.32	44.82	3,310.68	3,677.65
30-501.02-02-00 Health	0	255.60	1,106.37	0.00	( 1,106.37)	0.00
TOTAL INSURANCE	6,000	255.60	3,795.69	63.26	2,204.31	3,677.65
<b>UTILITIES</b>						
30-501.03-01-00 Telephone & Voicemail	2,600	122.96	1,889.40	72.67	710.60	1,703.77
30-501.03-02-00 Electricity	41,000	2,585.93	30,144.19	73.52	10,855.81	29,526.62
30-501.03-04-00 Water	3,500	178.39	1,374.98	39.29	2,125.02	1,569.84
30-501.03-06-00 Wi-Fi	480	39.99	359.91	74.98	120.09	319.92
30-501.03-09-00 Trash Hauling	600	0.00	302.39	50.40	297.61	237.68
TOTAL UTILITIES	48,180	2,927.27	34,070.87	70.72	14,109.13	33,357.83
<b>CAPITAL EXPENDITURES</b>						
30-501.04-31-00 Equipment & Machinery	33,500	0.00	6,615.00	19.75	26,885.00	10,888.22
30-501.04-51-00 Facility Improvements	90,000	( 8,287.50)	( 7,500.00)	8.33-	97,500.00	0.00
30-501.04-61-00 Pump Station Improvement	191,000	8,167.07	78,178.61	40.93	112,821.39	10,686.22
TOTAL CAPITAL EXPENDITURES	314,500	( 120.43)	77,293.61	24.58	237,206.39	21,574.44
<b>OTHER PURCHASES</b>						
30-501.05-01-00 Office Supplies	100	2.79	37.08	37.08	62.92	51.63
30-501.05-02-00 Postage	9,000	0.00	5,317.05	59.08	3,682.95	6,084.29
30-501.05-04-00 Printing	1,500	0.00	35.00	2.33	1,465.00	1,032.21
30-501.05-06-00 Delinquencies	1,500	0.00	0.00	0.00	1,500.00	0.00
TOTAL OTHER PURCHASES	12,100	2.79	5,389.13	44.54	6,710.87	7,168.13
<b>MAINTENANCE</b>						
30-501.06-01-00 Building Main & Repair	8,500	175.33	5,914.83	69.59	2,585.17	4,786.88
30-501.06-12-00 Pump Stations Maintenanc	20,000	2,285.23	12,253.25	61.27	7,746.75	5,064.62
30-501.06-21-00 Vehicle Repair & Mainten	500	40.74	40.74	8.15	459.26	0.00
30-501.06-21-02 Tractor/Lawn Mowing Equi	500	0.00	484.32	96.86	15.68	936.88
30-501.06-22-00 Vehicle Gas & Oil	3,000	0.00	642.12	21.40	2,357.88	963.21
30-501.06-22-01 Equipment Gas & Oil	1,500	0.00	0.00	0.00	1,500.00	137.84
30-501.06-33-00 Software Support Agreeme	2,170	0.00	0.00	0.00	2,170.00	0.00
30-501.06-42-00 Line Maintenance	415,750	( 23,174.04)	97,205.86	23.38	318,544.14	3,768.73
30-501.06-99-00 Other Maintenance	72,025	19,871.50	68,575.00	95.21	3,450.00	5,662.50
TOTAL MAINTENANCE	523,945	( 801.24)	185,116.12	35.33	338,828.88	21,320.66
<b>CITY SERVICES</b>						
30-501.07-34-00 Line Repairs	20,000	3,215.04	18,865.28	94.33	1,134.72	4,796.77
30-501.07-42-00 One Call Utility Locatin	2,000	356.70	2,713.96	135.70	( 713.96)	1,855.03
30-501.07-82-00 KC Water Depart	55,655	0.00	32,733.41	58.81	22,921.59	30,343.67

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

30 -Sewer Service Fund  
 ADMINISTRATIVE  
 EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
30-501.07-91-00 Odor Control	19,000	0.00	9,431.79	49.64	9,568.21	9,063.29
TOTAL CITY SERVICES	96,655	3,571.74	63,744.44	65.95	32,910.56	46,058.76
<b>PROFESSIONAL FEES</b>						
30-501.08-01-00 Attorney Fees	10,000	0.00	0.00	0.00	10,000.00	7,048.80
30-501.08-03-00 Engineering Fees	8,500	2,287.50	2,437.50	28.68	6,062.50	1,600.00
30-501.08-04-00 Management Contract	282,245	23,520.42	211,683.78	75.00	70,561.22	229,495.80
30-501.08-06-00 Administration Fee	101,500	8,458.33	84,583.32	83.33	16,916.68	83,333.32
30-501.08-07-00 Credit Card Fees	2,000	215.00	2,260.51	113.03 (	260.51)	221.35
30-501.08-08-00 Sewer Billing Refunds	0	215.54	215.54	0.00 (	215.54)	0.00
TOTAL PROFESSIONAL FEES	404,245	34,696.79	301,180.65	74.50	103,064.35	321,699.27
<b>OTHER EXPENDITURES</b>						
30-501.09-21-00 Miscellaneous	2,000	19.63	704.73	35.24	1,295.27	4,414.83
30-501.09-22-00 DNR Fees	1,800	0.00	1,792.28	99.57	7.72	1,641.04
TOTAL OTHER EXPENDITURES	3,800	19.63	2,497.01	65.71	1,302.99	6,055.87
<b>BOND/LEASE PAYMENTS</b>						
30-501.10-04-00 System Renewal Lease	149,351	0.00	0.00	0.00	149,351.00	9,227.94
TOTAL BOND/LEASE PAYMENTS	149,351	0.00	0.00	0.00	149,351.00	9,227.94
<b>SYSTEM RENEWAL PROJECT</b>						
30-501.12-11-00 SRF Principal	145,000	12,083.33	120,833.30	83.33	24,166.70	116,666.70
30-501.12-11-01 SRF Interest	29,897	2,491.05	24,908.10	83.31	4,988.90	27,237.70
30-501.12-11-02 SRF Administration Fee	8,536	0.00	9,148.66	107.18 (	612.66)	363.75
TOTAL SYSTEM RENEWAL PROJECT	183,433	14,574.38	154,890.06	84.44	28,542.94	144,268.15
<b>TRANSFERS-OTHER SOURCES</b>						
30-501.20-02-02 Trans to Debt Serv (for	149,351	0.00	151,063.33	101.15 (	1,712.33)	0.00
30-501.20-02-03 Trans to Debt Serv (for	183,434	0.00	0.00	0.00	183,434.00	0.00
TOTAL TRANSFERS-OTHER SOURCES	332,785	0.00	151,063.33	45.39	181,721.67	0.00
TOTAL ADMINISTRATIVE	2,089,156	56,896.87	989,540.87	47.37	1,099,615.13	623,640.89
TOTAL EXPENDITURES	2,089,156	56,896.87	989,540.87	47.37	1,099,615.13	623,640.89
=====						
EXCESS REVENUES OVER/(UNDER) EXPENDITURE(	665,182)	38,524.16 (	121,565.60)		0.00	582,764.18

# Transportation Fund (40)

Last Updated 11/11/15

	2011 Actual	2012 Actual	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 YTD	2015 Projected	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 Projected	2021 Projected
<i>Beginning Fund Balance</i>	\$227,141	\$ 89,288	\$ 190,187	\$ 162,317	\$ 162,682	\$ 318,954	\$ 327,997	\$ 327,997	\$ 217,699	\$ 38,524	\$ 22,496	\$ 40,236	\$ 46,371	\$ 51,451
<b>Revenues</b>														
Parkville Special Road District	114,870	120,346	122,341	122,600	124,328	126,000	126,528	129,000	132,000	133,980	135,990	138,030	138,030	140,100
City Transportation Sales Tax	454,319	380,193	398,083	400,000	438,160	435,000	380,074	450,000	456,000	462,840	469,783	476,829	476,829	483,982
Motor Fuel Tax	123,157	141,412	140,867	141,000	143,352	141,000	123,525	144,681	144,000	146,160	148,352	150,578	150,578	152,836
County Transportation Sales Tax	123,552	137,379	134,865	138,000	178,948	170,000	194,587	194,587	190,000	192,850	195,743	198,679	198,679	201,659
Project Cost Share			-	-	18,125	-	350	350	5,325	5,432	5,540	5,651	5,651	5,764
Sale of Equipment					8,275	11,500	11,075	11,075	7,500	25,500	5,000	5,000	5,000	5,000
Refunds		80,250			-	-								
MPR Safety Funds					4,300	-								
Leased Properties		6,470	900	-	-	-			-	-	-	-	-	-
<b>Transportation Fund Revenues:</b>	<b>815,898</b>	<b>866,050</b>	<b>797,056</b>	<b>801,600</b>	<b>915,488</b>	<b>883,500</b>	<b>836,138</b>	<b>929,693</b>	<b>934,825</b>	<b>966,762</b>	<b>960,408</b>	<b>974,766</b>	<b>974,766</b>	<b>989,341</b>
<b>Total Sources:</b>	<b>1,043,039</b>	<b>955,338</b>	<b>987,243</b>	<b>963,917</b>	<b>1,078,170</b>	<b>1,202,454</b>	<b>1,164,135</b>	<b>1,257,689</b>	<b>1,152,524</b>	<b>1,005,286</b>	<b>982,903</b>	<b>1,015,003</b>	<b>1,021,137</b>	<b>1,040,792</b>
<b>Expenditures</b>														
Streets - Capital	171,177	196,151	88,560	295,000	81,966	502,500	450,838	459,315	488,000	356,000	315,000	340,000	340,000	340,000
Streets - Operating			-	313,050	313,207	353,000	227,983	335,675	386,000	391,790	397,667	403,632	409,686	415,832
Transfers	782,574	569,000	736,000	355,000	355,000	245,000	204,167	245,000	240,000	235,000	230,000	225,000	220,000	215,000
<b>Transportation Fund Expenditures:</b>	<b>953,751</b>	<b>765,151</b>	<b>824,560</b>	<b>963,050</b>	<b>750,173</b>	<b>1,100,500</b>	<b>882,987</b>	<b>1,039,990</b>	<b>1,114,000</b>	<b>982,790</b>	<b>942,667</b>	<b>968,632</b>	<b>969,686</b>	<b>970,832</b>
<b>Estimated Ending Balance (deficit):</b>	<b>89,288</b>	<b>190,187</b>	<b>162,682</b>	<b>867</b>	<b>327,997</b>	<b>101,954</b>	<b>281,147</b>	<b>217,699</b>	<b>38,524</b>	<b>22,496</b>	<b>40,236</b>	<b>46,371</b>	<b>51,451</b>	<b>69,960</b>

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

40 -Transportation Fund  
 FINANCIAL SUMMARY

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	126,000	0.00	126,527.83	100.42 (	527.83)	121,709.17
SALES TAXES	746,000	250,215.78	698,185.15	93.59	47,814.85	664,941.05
OTHER REVENUE	0	350.00	350.00	0.00 (	350.00)	10,000.00
MISCELLANEOUS REVENUE	0	11,075.00	11,075.00	0.00 (	11,075.00)	8,275.00
TRANSFERS IN	11,500	0.00	0.00	0.00	11,500.00	4,300.00
<b>TOTAL REVENUES</b>	<b>883,500</b>	<b>261,640.78</b>	<b>836,137.98</b>	<b>94.64</b>	<b>47,362.02</b>	<b>809,225.22</b>
<u>EXPENDITURE SUMMARY</u>						
STREET DEPARTMENT	855,500	90,230.43	678,820.66	79.35	176,679.34	253,793.80
TRANSFERS	245,000	20,416.66	204,166.64	83.33	40,833.36	295,833.32
<b>TOTAL EXPENDITURES</b>	<b>1,100,500</b>	<b>110,647.09</b>	<b>882,987.30</b>	<b>80.24</b>	<b>217,512.70</b>	<b>549,627.12</b>
<b>EXCESS REVENUES OVER/(UNDER) EXPENDITURE(</b>	<b>217,000)</b>	<b>150,993.69 (</b>	<b>46,849.32)</b>	<b>(</b>	<b>170,150.68)</b>	<b>259,598.10</b>

CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

40 -Transportation Fund

FINANCIAL SUMMARY

83.33% OF FISCAL YEAR COMPLETED

REVENUES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>TAXES</u>						
40-41006-00 Parkville Special Rd Distric	126,000	0.00	126,527.83	100.42	( 527.83)	121,709.17
TOTAL TAXES	126,000	0.00	126,527.83	100.42	( 527.83)	121,709.17
<u>SALES TAXES</u>						
40-41404-00 City Transportation Sales Ta	435,000	42,636.97	380,073.66	87.37	54,926.34	367,671.68
40-41405-00 Motor Fuel Tax	141,000	12,991.93	123,524.61	87.61	17,475.39	118,321.38
40-41406-00 County Trans Sales Tax	170,000	194,586.88	194,586.88	114.46	( 24,586.88)	178,947.99
TOTAL SALES TAXES	746,000	250,215.78	698,185.15	93.59	47,814.85	664,941.05
<u>OTHER REVENUE</u>						
40-41504-00 Curb/Sidewalk Cost Share	0	350.00	350.00	0.00	( 350.00)	10,000.00
TOTAL OTHER REVENUE	0	350.00	350.00	0.00	( 350.00)	10,000.00
<u>INTEREST INCOME</u>						
<u>MISCELLANEOUS REVENUE</u>						
40-41805-00 Sale of Transportation Equip	0	11,075.00	11,075.00	0.00	( 11,075.00)	8,275.00
TOTAL MISCELLANEOUS REVENUE	0	11,075.00	11,075.00	0.00	( 11,075.00)	8,275.00
<u>TRANSFERS IN</u>						
40-41901-00 Refunds and Other Revenue	11,500	0.00	0.00	0.00	11,500.00	4,300.00
TOTAL TRANSFERS IN	11,500	0.00	0.00	0.00	11,500.00	4,300.00
<u>TRANSFERS</u>						
TOTAL REVENUE	883,500	261,640.78	836,137.98	94.64	47,362.02	809,225.22



CITY OF PARKVILLE  
 REVENUE AND EXPENSE REPORT  
 AS OF: OCTOBER 31ST, 2015

40 -Transportation Fund  
 STREET DEPARTMENT  
 EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<b>CAPITAL EXPENDITURES</b>						
40-520.04-71-00 Street Programs	0	0.00	0.00	0.00	0.00	26.95
40-520.04-81-00 Crack Seal Project	20,000	11,909.50	11,909.50	59.55	8,090.50	15,314.05
40-520.04-83-00 Street Striping	10,000	0.00	13,866.25	138.66 (	3,866.25)	0.00
40-520.04-85-00 Asphalt Overlay Program	220,000	0.00	220,242.52	100.11 (	242.52)	0.00
40-520.04-85-01 Equipment	152,500	52,500.64	104,719.40	68.67	47,780.60	8,353.70
40-520.04-90-00 Curb & Sidewalk Program	100,000	350.00	100,100.00	100.10 (	100.00)	7,783.50
TOTAL CAPITAL EXPENDITURES	502,500	64,760.14	450,837.67	89.72	51,662.33	31,478.20
<b>MAINTENANCE</b>						
40-520.06-01-00 Building Maintenance & R	11,500	4,285.45	5,146.09	44.75	6,353.91	1,464.80
40-520.06-21-00 Vehicle & Equipment Main	10,500	948.39	6,753.46	64.32	3,746.54	3,870.71
40-520.06-22-00 Vehicle & Equipment Gas	25,500	1,108.85	12,422.09	48.71	13,077.91	18,540.50
TOTAL MAINTENANCE	47,500	6,342.69	24,321.64	51.20	23,178.36	23,876.01
<b>CITY SERVICES</b>						
40-520.07-20-00 Emergency Snow Removal	30,000	0.00	18,991.44	63.30	11,008.56	17,361.53
40-520.07-32-00 Storm Sewers - General R	2,500	0.00	248.36	9.93	2,251.64	575.00
40-520.07-33-00 Street Repair Materials	15,000	0.00	6,047.61	40.32	8,952.39	5,897.56
40-520.07-41-00 Street Lights - Electric	235,000	18,466.35	166,385.08	70.80	68,614.92	165,560.37
40-520.07-44-00 Street Signs	2,000	0.00	713.56	35.68	1,286.44	374.63
40-520.07-45-00 Street Sweeping	8,500	0.00	7,200.00	84.71	1,300.00	6,780.00
40-520.07-52-00 Tree Trimming & Removal	4,000	661.25	4,075.30	101.88 (	75.30)	1,853.00
40-520.07-60-00 Rental Equipment	8,000	0.00	0.00	0.00	8,000.00	37.50
TOTAL CITY SERVICES	305,000	19,127.60	203,661.35	66.77	101,338.65	198,439.59
<b>OTHER EXPENDITURES</b>						
40-520.09-21-00 Miscellaneous	500	0.00	0.00	0.00	500.00	0.00
TOTAL OTHER EXPENDITURES	500	0.00	0.00	0.00	500.00	0.00
TOTAL STREET DEPARTMENT	855,500	90,230.43	678,820.66	79.35	176,679.34	253,793.80

CITY OF PARKVILLE  
REVENUE AND EXPENSE REPORT  
AS OF: OCTOBER 31ST, 2015

40 -Transportation Fund  
TRANSFERS  
EXPENDITURES

83.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>TRANSFERS-OTHER SOURCES</u>						
40-550.20-10-00 Transfer to General Fund	245,000	20,416.66	204,166.64	83.33	40,833.36	295,833.32
TOTAL TRANSFERS-OTHER SOURCES	245,000	20,416.66	204,166.64	83.33	40,833.36	295,833.32
TOTAL TRANSFERS	245,000	20,416.66	204,166.64	83.33	40,833.36	295,833.32
TOTAL EXPENDITURES	1,100,500	110,647.09	882,987.30	80.24	217,512.70	549,627.12
<u>=====</u>						
EXCESS REVENUES OVER/ (UNDER) EXPENDITURE (	217,000)	150,993.69 (	46,849.32)		0.00	259,598.10

## BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

## 10 -General Fund

ACCOUNT# TITLE

## ASSETS

10901	Petty Cash (Admin)	181.31
10911	Petty Cash (Court)	150.00
10952	Court Bnk Acct-Internet Pymts	100.00
12000	General Fund Claim on Cash	1,420,445.54
15000	Receivables - General	( 230.99)
15003	Property Tax Receivables	4,659.66
15004	Franchise Tax Receivables	205,123.72
15005	Vehicle Tax Receivable	607.41
18000	Prepaid Insurance	84,968.68
		<hr/>
		1,716,005.33

## TOTAL ASSETS

1,716,005.33

## LIABILITIES

20021	AFLAC W/H	( 323.78)
20022	Medical Ins W/H	( 5,812.55)
20023	Dental W/H	( 429.84)
20025	Principal W/H	( 241.85)
20028	Vision Care Withholding	( 145.84)
20031	Retirement W/H ING	110.00
20041	KC Earning Tax W/H	7,665.77
20051	Garnishment W/H	( 70.62)
20070	Vol. Employee Fund W/H	988.32
21000	Deferred Revenue	5,267.07
22001	AP Pending (Due to Pooled)	31,230.47
22002	Wages Payable	649.64
22500	Telecom Escrow	190.29
22501	FLEX Plan Payable	3,023.63
22600	COBRA Liability	1,539.59
		<hr/>
		43,640.30

## TOTAL LIABILITIES

43,640.30

## EQUITY

30001	Fund Balance	1,292,863.31
		<hr/>
	TOTAL BEGINNING EQUITY	1,292,863.31
		<hr/>
	TOTAL REVENUE	3,381,505.74
	TOTAL EXPENSES	3,002,004.02
		<hr/>
	TOTAL SURPLUS/(DEFICIT)	379,501.72
		<hr/>
	TOTAL EQUITY & SURPLUS/(DEFICIT)	1,672,365.03

## TOTAL EQUITY &amp; SURPLUS/(DEFICIT)

1,672,365.03

## TOTAL LIABILITIES, EQUITY &amp; SURPLUS/DEFICIT

1,716,005.33

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

21 -River Park Bond Retirement

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
11002	River Prk Dev Bank Acct	152,090.01	
15001	Receivables - Taxes/Fees	4,930.23	
			157,020.24
			-----
<b>TOTAL ASSETS</b>			<b>157,020.24</b>
			=====
<b>LIABILITIES</b>			
=====			
21000	Deferred Revenue	4,930.23	
<b>TOTAL LIABILITIES</b>			<b>4,930.23</b>
			-----
<b>EQUITY</b>			
=====			
30001	FUND BALANCE	153,826.92	
<b>TOTAL BEGINNING EQUITY</b>			<b>153,826.92</b>
			-----
<b>TOTAL REVENUE</b>			<b>319,519.34</b>
<b>TOTAL EXPENSES</b>			<b>321,256.25</b>
			-----
<b>TOTAL SURPLUS/(DEFICIT)</b>			<b>( 1,736.91)</b>
<b>TOTAL EQUITY &amp; SURPLUS/(DEFICIT)</b>			<b>152,090.01</b>
			-----
<b>TOTAL LIABILITIES, EQUITY &amp; SURPLUS/DEFICIT</b>			<b>157,020.24</b>
			=====

## BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

## 22 -Capital Project Bonds

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
11002	Cash	49,129.00	
12000	Claim on Cash	421,313.14	
14010	Lease Revenue Fund	2,040.76	
14012	Reserve Fund	645,739.61	
15001	Receivables - Taxes/Fees	390.45	
		<u>                    </u>	1,118,612.96
			<u>                    </u>
	<b>TOTAL ASSETS</b>		<b>1,118,612.96</b>
			=====
<b>LIABILITIES</b>			
=====			
21000	Deferred Revenue	390.45	
		<u>                    </u>	390.45
	<b>TOTAL LIABILITIES</b>		<b>390.45</b>
			<u>                    </u>
<b>EQUITY</b>			
=====			
30001	Fund Balance	421,968.17	
30005	Restricted for Debt Retirement	640,000.00	
		<u>                    </u>	1,061,968.17
	<b>TOTAL BEGINNING EQUITY</b>		<b>1,061,968.17</b>
	<b>TOTAL REVENUE</b>	533,494.34	
	<b>TOTAL EXPENSES</b>	477,240.00	
		<u>                    </u>	56,254.34
	<b>TOTAL SURPLUS/(DEFICIT)</b>		<b>56,254.34</b>
	<b>TOTAL EQUITY &amp; SURPLUS/(DEFICIT)</b>		<b>1,118,222.51</b>
			<u>                    </u>
	<b>TOTAL LIABILITIES, EQUITY &amp; SURPLUS/DEFICIT</b>		<b>1,118,612.96</b>
			=====



## BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

24 -Brink Meyer Road NID

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
12000	Claim on Cash	( 2,000.00)	
14011	Brink Myer Note Fund (D S F)	292,334.51	
14012	Brink Meyer Bond Fund	0.19	
14021	Cost of Issuance Expenses	( 0.01)	
15001	Receivables	275,075.47	
		<u>                    </u>	565,410.16
			<u>                    </u>
	<b>TOTAL ASSETS</b>		<b>565,410.16</b>
			=====
<b>LIABILITIES</b>			
=====			
21000	Deferred Revenue	275,075.47	
21100	Brink Meyer Maintenance Fund	1,625.04	
23001	Loan from Em Reserve Payable	176,123.94	
24000	Long Term Bonds Payable	( 3,675,000.00)	
		<u>                    </u>	( 3,222,175.55)
	<b>TOTAL LIABILITIES</b>		<b>( 3,222,175.55)</b>
			<u>                    </u>
<b>EQUITY</b>			
=====			
30001	Fund Balance	3,966,602.88	
		<u>                    </u>	3,966,602.88
	<b>TOTAL BEGINNING EQUITY</b>		<b>3,966,602.88</b>
	<b>TOTAL REVENUE</b>	5,481.48	
	<b>TOTAL EXPENSES</b>	184,498.65	
		<u>                    </u>	
	<b>TOTAL SURPLUS/(DEFICIT)</b>	( 179,017.17)	
	<b>TOTAL EQUITY &amp; SURPLUS/(DEFICIT)</b>	3,787,585.71	
		<u>                    </u>	
	<b>TOTAL LIABILITIES, EQUITY &amp; SURPLUS/DEFICIT</b>		<b>565,410.16</b>
			=====

## BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

## 30 -Sewer Service Fund

ACCOUNT# TITLE

## ASSETS

=====

11002 Sewer	Cash in Bank-	7,935.48
11003 Cash		69,305.82
11005 MM Bank Lit		207,318.70
12000 Sewer Service Claim on Cash		700,083.78
15000 Receivables		95,077.04
17001 Property, Plant, Equipment		2,319,461.96
17005 Accumulated Depreciation	( 2,853,765.98)	
17014 Equipment		1,850,516.67
18000 Prepaid Insurance		1,838.83
		<u>2,397,772.30</u>

## TOTAL ASSETS

2,397,772.30

=====

## LIABILITIES

=====

20070 Vol. Employee Fund	4.79
22001 AP Pending (Due to Pooled)	2,609.73
24010 LT Leases Payable	179,612.82
26000 Customer Deposits	13,485.00
	<u>195,712.34</u>

## TOTAL LIABILITIES

195,712.34

## EQUITY

=====

30001 Fund Balance	2,323,625.56
	<u>2,323,625.56</u>
TOTAL BEGINNING EQUITY	2,323,625.56
TOTAL REVENUE	867,975.27
TOTAL EXPENSES	989,540.87
	<u>( 121,565.60)</u>
TOTAL SURPLUS/(DEFICIT)	( 121,565.60)
TOTAL EQUITY & SURPLUS/(DEFICIT)	<u>2,202,059.96</u>
TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT	<u>2,397,772.30</u>

=====

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

33 -Sewer Capital Improvement

ACCOUNT# TITLE

ASSETS

=====

17002 Insutiform Sewer Infrastructur	244,732.86	
17003 Aeration System Sewer Equipmnt	182,062.00	
		426,794.86

TOTAL ASSETS		426,794.86
		=====

LIABILITIES

=====

EQUITY

=====

30001 Fund Balance	426,794.86	
TOTAL BEGINNING EQUITY	426,794.86	
		426,794.86

TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT		426,794.86
		=====

BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

34 -SRF Fund

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

## BALANCE SHEET

AS OF: OCTOBER 31ST, 2015

40 -Transportation Fund

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
12000	Claim on Cash	351,299.06	
15000	Receivables - General	55,338.86	
15001	Receivable Held in Escrow Acct	10,833.00	
		<u>          </u>	417,470.92
			<u>          </u>
	<b>TOTAL ASSETS</b>		<b>417,470.92</b>
			=====
<b>LIABILITIES</b>			
=====			
22001	A/P Pending (Due to Pooled)	70,152.26	
22500	Liability in Held in Escrow Ac	10,833.00	
		<u>          </u>	80,985.26
	<b>TOTAL LIABILITIES</b>		<b>80,985.26</b>
<b>EQUITY</b>			
=====			
30001	Fund Balance	383,334.98	
	<b>TOTAL BEGINNING EQUITY</b>	<b>383,334.98</b>	
	<b>TOTAL REVENUE</b>	<b>836,137.98</b>	
	<b>TOTAL EXPENSES</b>	<b>882,987.30</b>	
	<b>TOTAL SURPLUS/(DEFICIT)</b>	<b>( 46,849.32)</b>	
	<b>TOTAL EQUITY &amp; SURPLUS/(DEFICIT)</b>		<b>336,485.66</b>
		<u>          </u>	
	<b>TOTAL LIABILITIES, EQUITY &amp; SURPLUS/DEFICIT</b>		<b>417,470.92</b>
			=====

RESERVED FUND SUMMARY  
AS OF: OCTOBER 31ST, 2015

	This Month		Cumulative		Fund
	Income	Expenses	Income	Expenses	Balance
42 -Municipal Equip Res Fund	0.00	0.00	0.00	0.00	1,751.08
45 -Fawson Project Fund	26.90	3.00	11,523.00	416.65	568,997.50
46 -Guest Room Tax Fund	0.00	0.00	2,382.92	2,776.39	10.41
50 -Emergency Reserve Fund	5,000.00	0.00	50,000.00	0.00	1,437,965.61
60 -Nature Sanctuary Fund	2,907.45	765.00	5,668.43	5,314.85	43,134.90
63 -Park Donations	0.00	0.00	4,642.20	5,320.86	45,115.59
80 -Court Recoupment Fees	100.50	0.00	1,485.00	976.24	39,386.77
81 -Police Training Fees-LET	206.00	300.00	2,355.00	3,331.90	43,239.88
91 -TIF Development Fund	33,357.11	0.00	213,949.32	0.00	231,752.88
95 -Capital Projects Fund	0.00	0.00	61,040.00	70,157.18	7,805.14
<b>TOTAL</b>	<b>41,597.96</b>	<b>1,068.00</b>	<b>353,045.87</b>	<b>88,294.07</b>	<b>2,419,159.76</b>

\*\*\* END OF REPORT \*\*\*

City of Parkville  
Cash & Investments Balance Report  
As of October 31, 2015

**General Fund #10**

Cash on Hand	181.31	
Total Cash Accounts*	1,389,315.07	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$1,389,496.38</u></u></b>

**Transportation Fund #40**

Total Cash Accounts*	351,299.06	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$351,299.06</u></u></b>

**River Park Bond Retirement Fund #21**

Total Cash Accounts*	152,090.01	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$152,090.01</u></u></b>

**Emergency Reserve Fund #50**

Total Cash Accounts*	1,261,841.67	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$1,261,841.67</u></u></b>

**Capital Project Bonds Fund #22**

Total Cash Accounts*	470,442.14	
Reserve Fund Account	642,539.62	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$1,112,981.76</u></u></b>

**TIF Development Fund #91**

Total Cash Accounts*	231,752.88	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$231,752.88</u></u></b>

**Brush Creek NID Fund #23**

Total Cash Accounts*	27,196.18	
Reserve Fund Account	400,456.62	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$427,652.80</u></u></b>

**Parkville Market Place Fund #92**

Total Cash Account	9,414.35	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$9,414.35</u></u></b>

**Brink Meyer Road NID Fund #24**

Total Cash Accounts*	0.18	
Reserve Fund Account	291,918.23	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$291,918.41</u></u></b>

**Capital Projects Fund #95**

Total Cash Accounts*	7,805.14	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$7,805.14</u></u></b>

**Sewer Service Fund #30**

Total Cash Accounts*	982,034.05	
<b>Fund Cash &amp; Investments Total</b>		<b><u><u>\$982,034.05</u></u></b>

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

## **CITY OF PARKVILLE**

### **Policy Report**

Date: Thursday, November 12, 2015

Prepared By:  
Lauren Palmer  
City Administrator

Reviewed By:  
Matthew Chapman  
Finance/Human Resources Director

ISSUE:

Approve the second 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. Adopt 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 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. On November 2, 2015, the Board of Aldermen approved Bill No. 2855 on first reading.

**STAFF RECOMMENDATION:**

Staff recommends that Board of Aldermen adopt 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 second reading to become Ordinance No. \_\_\_\_\_.

**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

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]*

**IN WITNESS WHEREOF**, Base Lessor and Base Lessee have caused this Base Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**CITY OF PARKVILLE, MISSOURI**

[SEAL]

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

ATTEST:

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

**ACKNOWLEDGMENT**

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

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 \_\_\_\_\_ County

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

Base Lease



**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.

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**BASE LEASE**

**between**

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

**and**

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

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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.

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## 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.

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**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.

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**LEASE PURCHASE AGREEMENT**

**between**

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

**and**

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

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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.

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

Date: November 10, 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 10/28/2015 – 11/10/2015.

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from October 28, 2015, through November 10, 2015. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of city funds.

BUDGET IMPACT:

Accounts Payable	\$199,619.37
Insurance Payments	\$50,903.85
1 <sup>st</sup> of the Month	\$1,850.00
EFT Payments	\$1,510.69
Processing Fees	\$284.86
Payroll	\$52,846.94
<b>TOTAL</b>	<b>\$307,015.71</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 \$307,015.71 of city funds to pay salaries and accounts.

ATTACHMENTS:

1. Accounts Payable
2. Insurance Payments
3. 1<sup>st</sup> of the Month
4. EFT Payments
5. Payroll
6. Carquest Purchases
7. Lowe's Purchases
8. Price Chopper Purchases
9. Sam's Club Purchases

PACKET: 05359 Regular Payments 10/28/15 #3

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01405	Flatte County Recorder of Deeds							
	I-10/28/15	Supp. Notice of Spec. Asses-AD	R	10/28/2015		81.00	CR 034474	81.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	81.00	81.00
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	81.00	81.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05362 Federal Withholdings 10/30/15

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							
	C-T1	201510164120	Federal Withholding	D	10/30/2015	357.08	000000	
	C-T3	201510164120	FICA W/H	D	10/30/2015	385.44	000000	
	C-T4	201510164120	Medicare W/H	D	10/30/2015	90.14	000000	
	I-T1	201510294121	Federal Withholding	D	10/30/2015	8,005.15CR	000000	
	I-T3	201510294121	FICA W/H	D	10/30/2015	8,866.96CR	000000	
	I-T4	201510294121	Medicare W/H	D	10/30/2015	2,073.62CR	000000	18,113.07

\*\* 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	18,113.07	18,113.07
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	18,113.07	18,113.07

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05367 Direct Payables 11/2/15  
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
01081		Consolidated Public Water Suppl						
	I-Due 11/15/15	Due 11/15/15		R 11/02/2015		50.10	034489	50.10

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	50.10	50.10
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	50.10	50.10

PACKET: 05371 Regular Payments 11/10/15  
 VENDOR SET: 01  
 BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00123	Sam's Club							
	I-Stmt 11/8/15	Stmt 11/8/15	D	11/17/2015		752.41CR	000000	752.41
00160	Missouri Gas Energy							
	I-Due 11/16/15	Due 11/16/15	D	11/17/2015		78.41CR	000000	78.41
00314	Pitney Bowes-Purchase Power							
	I-Stmt 11/4/15	Stmt 11/4/15	D	11/17/2015		400.00CR	000000	400.00
01614	KCPL							
	I-Due 11/10/15	Due 11/10/15	D	11/17/2015		17.89CR	000000	
	I-Due 11/12/15	Due 11/12/15	D	11/17/2015		4,406.92CR	000000	
	I-Due 11/17/15	Due 11/17/15	D	11/17/2015		111.98CR	000000	
	I-Due 11/18/15	Due 11/18/15	D	11/17/2015		20,008.27CR	000000	24,545.06
01849	Fleet Services - Police							
	I-42823548	Fuel-PD	D	11/17/2015		2,019.04CR	000000	2,019.04
01850	Fleet Services - General Account							
	I-42823984	Fuel	D	11/17/2015		1,550.55CR	000000	1,550.55
02057	Lowe's Accounts Receivable							
	I-Stmt 11/2/15	Stmt 11/2/15	D	11/17/2015		333.65CR	000000	333.65
02018	Ace ImageWear							
	I-0166759	Shop Rags, Soap, Towels-ST	R	11/17/2015		58.96CR	034491	
	I-0463917	Shop Towels-PK	R	11/17/2015		29.00CR	034491	87.96
00902	Ace Pipe Cleaning Inc							
	I-133368	Ace Pipe Cleaning Inc	R	11/17/2015		24,722.75CR	034492	24,722.75
00004	ADH Hitch & Truck Access							
	I-107720	Plugs, Wiring-TP	R	11/17/2015		26.00CR	034493	
	I-107870	Trailer Lights, Brackets-TP	R	11/17/2015		65.75CR	034493	91.75
00483	ADH Rental & Sales							
	I-107856	Tree Planting Equipment-PK	R	11/17/2015		93.50CR	034494	
	I-107869	Tree Planting Equipment-PK	R	11/17/2015		93.50CR	034494	187.00
00006	Alamar Uniforms							
	I-494153-02	Uniforms-PD	R	11/17/2015		47.80CR	034495	
	I-495076	Uniforms-PD	R	11/17/2015		95.10CR	034495	
	I-495458	Uniform-PD	R	11/17/2015		246.48CR	034495	
	I-496537	Uniforms-PD	R	11/17/2015		287.57CR	034495	676.95

PACKET: 05371 Regular Payments 11/10/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00934	Allen's Water Service I-58264	Water-ST	R	11/17/2015		200.00CR	034496	200.00
00593	Alliance Water Resources, I-6665	WWTP Contract-SW	R	11/17/2015		23,520.42CR	034497	23,520.42
02336	Alysen Abel I-Exp Rpt 10/27/15	Exp Rpt. Abel ASCE 2015-PW	R	11/17/2015		74.85CR	034498	74.85
01766	American Waste Systems, Inc. I-5AU00007	Porta Potty-NS	R	11/17/2015		44.29CR	034499	44.29
02227	BagSpot Pet Waste Solutions I-2023	Dog Waste Bags-PK	R	11/17/2015		214.18CR	034500	214.18
00343	Barry Road Tire & Service I-148726 I-148877	Tires-TP Tires-PD	R R	11/17/2015 11/17/2015		550.48CR 885.15CR	034501 034501	1,435.63
00023	Board of Police Commissioners I-9621	Range Qualification-PD	R	11/17/2015		75.00CR	034502	75.00
01951	Brenntag Mid-South, Inc I-BMS216764	Odor Control-SW	R	11/17/2015		9,418.87CR	034503	9,418.87
00012	Carquest Auto Parts Store I-Stmt 10/31/15	Stmt 10/31/15	R	11/17/2015		166.78CR	034504	166.78
00031	Crimestar I-7705	Crimestar Maint-PD	R	11/17/2015		1,500.00CR	034505	1,500.00
00977	Curious Eye Productions I-072-015	Meeting Production-PI	R	11/17/2015		1,000.00CR	034506	1,000.00
01990	Dale Brothers, Inc. I-1268.75 I-13782 I-13786 I-13791 I-13792 I-15748 I-15749	Salt and Sand-TP Salt and Sand-TP Salt and Sand-TP Salt and Sand-TP Salt and Sand-TP Salt and Sand-TP Salt and Sand-TP	R R R R R R R	11/17/2015 11/17/2015 11/17/2015 11/17/2015 11/17/2015 11/17/2015 11/17/2015		1,268.75CR 1,319.50CR 1,281.44CR 2,009.40CR 2,070.60CR 1,509.81CR 1,459.06CR	034507 034507 034507 034507 034507 034507 034507	10,918.56

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00378	Damon Pursell Const. I-12263	Fall Clean Up/Lot Rental-ST	R	11/17/2015		1,485.00CR	034508	1,485.00
00156	Dave's Foreign Car Repair LLC I-133,106 I-133054	Oil Change-PD Tire and Brake Repair-PD	R	11/17/2015		35.00CR 543.67CR	034509 034509	578.67
02175	eNet I-4387	Screen Conect Software-IT	R	11/17/2015		1,050.00CR	034510	1,050.00
01181	Four Star Electric I-29475	Main St Streetlight Repair-TP	R	11/17/2015		75.00CR	034511	75.00
00519	Friends of Parkville Animal Shelter I-December 2015	Dec 2015 Contracted Payment-AD	R	11/17/2015		500.00CR	034512	500.00
00521	Fry & Associates, Inc. I-28291	Park Bench-63	R	11/17/2015		1,674.00CR	034513	1,674.00
02168	Gail Gene Derr I-865923	Cemetery Maint-AD	R	11/17/2015		230.00CR	034514	230.00
00052	Glen's Automotive Service Center, Inc I-95180 I-95195 I-95206 I-95235	Brake Service-TP Wheel bearing-TP Truck Alignment-TP Truck Maint-TP	R	11/17/2015		370.11CR 762.05CR 60.95CR 350.09CR	034515 034515 034515 034515	1,543.20
00055	H&H Septic Service, Inc. I-37377 I-37378 I-37401	Camera Labor-SW Clean force main-SW Camera Labor-TP	R	11/17/2015		200.00CR 815.00CR 200.00CR	034516 034516 034516	1,215.00
01394	Homestead Construction & Landscaping LLC I-172692	Top Soil-PK	R	11/17/2015		140.00CR	034517	140.00
00503	Insituform Technologies U I-1	Phase 2 Repairs-SW	R	11/17/2015		28,084.50CR	034518	28,084.50
00331	Kansas City Star I-25343022	Hearing Notice-CD	R	11/17/2015		125.46CR	034519	125.46

PACKET: 05371 Regular Payments 11/10/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02021	KAT Nurseries I-6234	Tree-PK	R	11/17/2015		157.50CR	034520	157.50
01403	Kenny's Auto and Tire Service I-11/4/15	Brush Hog Tires-PK	R	11/17/2015		75.00CR	034521	75.00
01888	Kevin Chrisman I-Exp Rpt 11/4/15	Metro Cheifs Meeting-PD	R	11/17/2015		16.00CR	034522	16.00
01235	Landmark Newspaper, The I-32132	Public Hearing Notice-CD	R	11/17/2015		41.85CR	034523	41.85
01450	Laura Shadid I-Exp Rpt 11/2/15	Safety Training Warrensburg-80	R	11/17/2015		354.16CR	034524	354.16
01398	Linda Eckerle I-Exp Report 11/5/15	Training in St. Joes-CT	R	11/17/2015		56.60CR	034525	56.60
00232	Martin Marietta I-16417508	Rock-PK	R	11/17/2015		34.72CR	034526	34.72
00084	McConnell & Associates Co I-37444	Tack Coat-TF	R	11/17/2015		80.19CR	034527	80.19
00942	McKeever's Price Chopper I-Stmt 11/2/15	Stmt 11/2/15	R	11/17/2015		543.59CR	034528	543.59
02210	Melissa McChesney I-Exp Rpt 10/28/15	Exp Rpt McChesney MoCCFOA-AD	R	11/17/2015		37.08CR	034529	37.08
02228	Metro Rolloff Container Services LLC I-3294 I-3381 I-3408	Porta Potty-PK Porta Potty-PK Ghost Stories Porta Potties-NS	R R R	11/17/2015 11/17/2015 11/17/2015		270.00CR 45.00CR 85.00CR	034530 034530 034530	400.00
00088	Miller's Heritage Landscape I-17108 I-17109 I-17114	Winterization-PK Winterization-PK Winterization-PK	R R R	11/17/2015 11/17/2015 11/17/2015		85.00CR 85.00CR 150.00CR	034531 034531 034531	320.00
00159	Missouri American Water I-20030085 I-20030104 I-Due 11/25/15	Shutoffs-Sw Shutoffs-SW Due 11/25/15	R R R	11/17/2015 11/17/2015 11/17/2015		912.00CR 142.50CR 150.43CR	034532 034532 034532	1,204.93

PACKET: 05371 Regular Payments 11/10/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01483	Missouri Department of Revenue I-47870	Sales Tax Report-AD	R	11/17/2015		35.00CR	034533	35.00
01373	Missouri Division of Employment Security I-2015 3rd Quater	2015 3rd Q Unemployment-PD,PW	R	11/17/2015		1,447.64CR	034534	1,447.64
00723	Missouri One Call System I-5100227	One Call Locates-SW	R	11/17/2015		228.00CR	034535	228.00
01163	North Hills Engineering, Inc I-1510	Engineering Services-SW,PW	R	11/17/2015		3,075.00CR	034536	3,075.00
02357	Occupational Medicine Mosaic Life Care I-17977	Drug Screen-PD,ST	R	11/17/2015		72.00CR	034537	72.00
01701	Platte County Citizen I-10/29/15	Job Ad-PK	R	11/17/2015		19.60CR	034538	19.60
00107	Platte Rental & Supply I-22899	Power Washer Repair-PK	R	11/17/2015		56.25CR	034539	56.25
00904	Police Legal Sciences Inc I-6784	Training-81	R	11/17/2015		25.00CR	034540	25.00
01739	Print Time I-9040392-IN	Envelopes-AD	R	11/17/2015		69.90CR	034541	69.90
02365	Quailty Plumbing I-61489 I-61489-1	Hydrant Repair-PK Hydrant Repair-PK	R R	11/17/2015 11/17/2015		637.00CR 588.00CR	034542 034542	1,225.00
01911	Sean Ackerson C-Exp Rpt 10/27/15 I-Exp Rpt 10/20/14 I-Exp Rpt 10/27/15	Late Fee Reimbursement-CD Reissue Lost Check Ackerson-CD Ex Rpt. Ackerson 2015 ICMA-CD	R R R	11/17/2015 11/17/2015 11/17/2015		50.00 311.02CR 201.59CR	034543 034543 034543	462.61
01488	Staples Advantage I-8036512254	Office Supplies-AD	R	11/17/2015		85.24CR	034544	85.24
02348	Summer Tire I-002027 I-002035	Tire Repair-PK Tire Repair-PK	R R	11/17/2015 11/17/2015		233.25CR 78.63CR	034545 034545	311.88

PACKET: 05371 Regular Payments 11/10/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00154	T-Ray Specialties Inc.							
	I-27594	Trash Bags/Tiolet Paper-PK	R	11/17/2015		271.47CR	034546	
	I-27597	Trash Bags, Coffee Cups-ST	R	11/17/2015		372.00CR	034546	643.47
01518	Taser International							
	I-S11415733	Taser-PD	R	11/17/2015		1,412.82CR	034547	1,412.82
01068	Terry Anderson							
	I-11/6/15	2015 KCE Withholding	R	11/17/2015		292.11CR	034548	292.11
01967	The Waldinger Corporation							
	I-5543105-1	HVAC Repair	R	11/17/2015		479.49CR	034549	479.49
01262	Thomson Reuters							
	I-Nov 15	Court Rules Subscription-CT	R	11/17/2015		414.00CR	034550	414.00
02071	TransSystems Corporation							
	I-13	Route 9 Bidding Services-95	R	11/17/2015		197.45CR	034551	197.45
01083	UMB Bank, N.A.							
	I-11/25/15	2004C Bond Payment	R	11/17/2015		14,574.38CR	034552	14,574.38
00150	Vance Bros Inc							
	I-125826	Asphalt-TP	R	11/17/2015		280.00CR	034553	
	I-125864	Asphalt-TP	R	11/17/2015		254.00CR	034553	
	I-125893	Asphalt-TP	R	11/17/2015		381.00CR	034553	915.00
00152	Watts Up							
	I-336018	Lightblubs-TP	R	11/17/2015		134.85CR	034554	134.85
00882	Williams Spurgeon Kuhl, Freshnock							
	I-00002	ELP Restroom Design-63,95	R	11/17/2015		11,161.95CR	034555	11,161.95

*** TOTALS ***	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	65	0.00	151,696.08	151,696.08
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	7	0.00	29,679.12	29,679.12
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:	72	0.00	181,375.20	181,375.20

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05363 EOM Benefits - 10/30/15

VENDOR SET: 01

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00005	AFLAC							
	C-AFP201510164120	AFLAC PRETAX	R	10/30/2015		17.68	034475	
	I-AFL201510014117	AFLAC after Tx	R	10/30/2015		45.90CR	034475	
	I-AFL201510164119	AFLAC after Tx	R	10/30/2015		45.90CR	034475	
	I-AFP201510014117	AFLAC PRETAX	R	10/30/2015		140.35CR	034475	
	I-AFP201510024118	AFLAC PRETAX	R	10/30/2015		17.68CR	034475	
	I-AFP201510164119	AFLAC PRETAX	R	10/30/2015		140.35CR	034475	372.50
00136	State of Missouri							
	C-T2 201510164120	State Withholdings	R	10/30/2015		124.00	034476	
	I-T2 201510014117	State Withholdings	R	10/30/2015		2,335.66CR	034476	
	I-T2 201510024118	State Withholdings	R	10/30/2015		124.00CR	034476	
	I-T2 201510164119	State Withholdings	R	10/30/2015		2,371.66CR	034476	
	I-T2 201510294121	State Withholdings	R	10/30/2015		2,481.66CR	034476	7,188.98
00794	Delta Dental							
	C-DNP201510164120	DENTAL PRETAX	R	10/30/2015		23.12	034477	
	C-DNS201510164120	Delta Dental Insurance	R	10/30/2015		46.26	034477	
	I-DNC201510014117	Delta Dental Insurance	R	10/30/2015		256.70CR	034477	
	I-DNC201510164119	Delta Dental Insurance	R	10/30/2015		256.70CR	034477	
	I-DNF201510014117	Delta Dental Insurance	R	10/30/2015		222.42CR	034477	
	I-DNF201510164119	Delta Dental Insurance	R	10/30/2015		222.42CR	034477	
	I-DNP201510014117	DENTAL PRETAX	R	10/30/2015		462.40CR	034477	
	I-DNP201510024118	DENTAL PRETAX	R	10/30/2015		23.12CR	034477	
	I-DNP201510164119	DENTAL PRETAX	R	10/30/2015		485.52CR	034477	
	I-DNS201510014117	Delta Dental Insurance	R	10/30/2015		231.30CR	034477	
	I-DNS201510024118	Delta Dental Insurance	R	10/30/2015		46.26CR	034477	
	I-DNS201510164119	Delta Dental Insurance	R	10/30/2015		231.30CR	034477	2,368.76
01322	Richard V. Fink, Trustee							
	I-GSC201510014117	S. Coleman 14-50465-can-13	R	10/30/2015		150.00CR	034478	
	I-GSC201510164119	S. Coleman 14-50465-can-13	R	10/30/2015		150.00CR	034478	300.00
01711	BCBSKC							
	C-ADD201510164120	ADD on BCBS Bill	R	10/30/2015		1.60	034479	
	C-BCE201510164120	BCKSKC Insurance	R	10/30/2015		206.00	034479	
	C-BCS201510164120	BCBS Insurance	R	10/30/2015		433.00	034479	
	C-LID201510164120	BC/BS Dependent Life Ins	R	10/30/2015		0.76	034479	
	C-LIF201510164120	BC/BS Life Insurance	R	10/30/2015		10.00	034479	
	I-ADD201510014117	ADD on BCBS Bill	R	10/30/2015		26.78CR	034479	
	I-ADD201510024118	ADD on BCBS Bill	R	10/30/2015		1.60CR	034479	
	I-ADD201510164119	ADD on BCBS Bill	R	10/30/2015		27.48CR	034479	
	I-BCC201510014117	BCBS Insurance	R	10/30/2015		1,176.00CR	034479	
	I-BCC201510164119	BCBS Insurance	R	10/30/2015		1,176.00CR	034479	
	I-BCE201510014117	BCKSKC Insurance	R	10/30/2015		2,266.00CR	034479	
	I-BCE201510024118	BCKSKC Insurance	R	10/30/2015		206.00CR	034479	
	I-BCE201510164119	BCKSKC Insurance	R	10/30/2015		2,472.00CR	034479	
	I-BCF201510014117	BCBS Insurance	R	10/30/2015		1,278.00CR	034479	
	I-BCF201510164119	BCBS Insurance	R	10/30/2015		1,278.00CR	034479	
	I-BCS201510014117	BCBS Insurance	R	10/30/2015		433.00CR	034479	
	I-BCS201510024118	BCBS Insurance	R	10/30/2015		433.00CR	034479	
	I-BCS201510164119	BCBS Insurance	R	10/30/2015		433.00CR	034479	

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-HDC201510014117	BCBS Insurance	R	10/30/2015		1,005.00CR	034479	
	I-HDC201510164119	BCBS Insurance	R	10/30/2015		1,005.00CR	034479	
	I-HDE201510014117	BCBS Insurance	R	10/30/2015		704.00CR	034479	
	I-HDE201510164119	BCBS Insurance	R	10/30/2015		704.00CR	034479	
	I-HDF201510014117	BCBS Insurance	R	10/30/2015		1,092.00CR	034479	
	I-HDF201510164119	BCBS Insurance	R	10/30/2015		1,092.00CR	034479	
	I-HDS201510014117	BCBS Insurance	R	10/30/2015		370.00CR	034479	
	I-HDS201510164119	BCBS Insurance	R	10/30/2015		370.00CR	034479	
	I-HSC201510014117	BCBS Insurance	R	10/30/2015		331.00CR	034479	
	I-HSC201510164119	BCBS Insurance	R	10/30/2015		331.00CR	034479	
	I-HSE201510014117	BCBS Insurance	R	10/30/2015		696.00CR	034479	
	I-HSE201510164119	BCBS Insurance	R	10/30/2015		696.00CR	034479	
	I-HSF201510014117	BCBS Insurance	R	10/30/2015		538.00CR	034479	
	I-HSF201510164119	BCBS Insurance	R	10/30/2015		538.00CR	034479	
	I-LID201510014117	BC/BS Dependent Life Ins	R	10/30/2015		11.78CR	034479	
	I-LID201510024118	BC/BS Dependent Life Ins	R	10/30/2015		0.76CR	034479	
	I-LID201510164119	BC/BS Dependent Life Ins	R	10/30/2015		12.16CR	034479	
	I-LIF201510014117	BC/BS Life Insurance	R	10/30/2015		168.34CR	034479	
	I-LIF201510024118	BC/BS Life Insurance	R	10/30/2015		10.00CR	034479	
	I-LIF201510164119	BC/BS Life Insurance	R	10/30/2015		172.97CR	034479	20,403.51
*VOID*	VOID CHECK		V	10/30/2015			034480	**VOID**
*VOID*	VOID CHECK		V	10/30/2015			034481	**VOID**
*VOID*	VOID CHECK		V	10/30/2015			034482	**VOID**
01718	VSP							
	C-VSP201510164120	Vision Care Employee Premiums	R	10/30/2015		16.69	034483	
	I-VSP201510014117	Vision Care Employee Premiums	R	10/30/2015		116.22CR	034483	
	I-VSP201510024118	Vision Care Employee Premiums	R	10/30/2015		16.69CR	034483	
	I-VSP201510164119	Vision Care Employee Premiums	R	10/30/2015		116.22CR	034483	232.44
01719	Prudential							
	C-LTD201510164120	Long Term Disability	R	10/30/2015		23.91	034484	
	I-LTD201510014117	Long Term Disability	R	10/30/2015		371.14CR	034484	
	I-LTD201510024118	Long Term Disability	R	10/30/2015		23.91CR	034484	
	I-LTD201510164119	Long Term Disability	R	10/30/2015		372.81CR	034484	743.95
01730	LAGERS							
	C-CSR201510164120	LAGERS RETIREMENT	R	10/30/2015		147.11	034485	
	C-R&P201510164120	City/PD Ret Contribution	R	10/30/2015		192.65	034485	
	I-CSR201510014117	LAGERS RETIREMENT	R	10/30/2015		3,447.04CR	034485	
	I-CSR201510024118	LAGERS RETIREMENT	R	10/30/2015		147.11CR	034485	
	I-CSR201510164119	LAGERS RETIREMENT	R	10/30/2015		3,384.99CR	034485	
	I-CSR201510294121	LAGERS RETIREMENT	R	10/30/2015		3,344.80CR	034485	
	I-R&P201510014117	City/PD Ret Contribution	R	10/30/2015		2,607.05CR	034485	
	I-R&P201510024118	City/PD Ret Contribution	R	10/30/2015		192.65CR	034485	
	I-R&P201510164119	City/PD Ret Contribution	R	10/30/2015		2,741.04CR	034485	
	I-R&P201510294121	City/PD Ret Contribution	R	10/30/2015		2,600.09CR	034485	18,125.01

PACKET: 05363 EOM Benefits - 10/30/15  
 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
01807	City of Parkville/Flex Plan							
	I-FLX201510014117	Flex Plan	R	10/30/2015		265.52CR	034486	
	I-FLX201510164119	Flex Plan	R	10/30/2015		265.52CR	034486	531.04
02290	Colonial Life							
	I-COA201510014117	Colonial Life After Tax	R	10/30/2015		140.08CR	034487	
	I-COA201510164119	Colonial Life After Tax	R	10/30/2015		140.08CR	034487	
	I-COP201510014117	Colonial Life PreTax	R	10/30/2015		178.75CR	034487	
	I-COP201510164119	Colonial Life PreTax	R	10/30/2015		178.75CR	034487	637.66

* * T O T A L S * *				
	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	10	0.00	50,903.85	50,903.85
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:	3	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	13	0.00	50,903.85	50,903.85

TOTAL ERRORS: 0      TOTAL WARNINGS: 0

PACKET: 05375 1st of the Month 12/1/15

VENDOR SET: 01

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00577	Sarah E Recker, Law Offic							
	I-Dec2015-Pub Defen	Public Defender	R	12/01/2015		600.00CR	034556	600.00
01407	Witt, Hicklin & Snider PC							
	I-Dec2015-Prosecuto	City Procecutor-CT	R	12/01/2015		1,250.00CR	034557	1,250.00

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

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

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 05372 1st of the Month 12/1/15

VENDOR SET: 01 City Vendors

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	F.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-02201			ICMA Retirement Coproration				
I-Dec2015-Retiremen	12/01/2015		Lauren Palmer Retirement	554.00			
	AP		DUE: 12/01/2015 DISC: 12/01/2015 Lauren Palm�r Retirement		1099: N 10 501.01-22-00	Retirement	554.00
I-ICM201510164119	10/16/2015		457 DEF COMP	166.15			
	AP		DUE: 10/16/2015 DISC: 10/16/2015 457 DEF COMP		1099: N 10 501.01-22-00	Retirement	166.15
			=== VENDOR TOTALS ===	720.15			
01-02191			Timothy Blakeslee*				
I-Dec2015-Allowance	12/01/2015		Cell Phone Allowance	10.00			
	AP		DUE: 12/01/2015 DISC: 12/01/2015 Cell Phone Allowance		1099: N 10 501.03-05-00	Mobile Phones &	10.00
			=== VENDOR TOTALS ===	10.00			
01-01729			Toni Rizutti*				
I-Dec2015-Reimburse	12/01/2015		Cell Phone Reimbursement	10.00			
	AP		DUE: 12/01/2015 DISC: 12/01/2015 Cell Phone Reimbursement		1099: N 10 510.03-05-00	Mobile Phone &	10.00
			=== VENDOR TOTALS ===	10.00			
			=== PACKET TOTALS ===	740.15			

PACKET: 05373 EFT 11/10/15

VENDOR SET: 01 City Vendors

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-02320	Kelly Yulich*						
I-10/16/15	11/10/2015	AP	Code Enforcement Services-CD DUE: 11/10/2015 DISC: 11/10/2015 Code Enforcement Services-CD	224.54	1099: Y 10 518.07-04-00	Code Enforcemen	224.54
I-10/30/15	11/10/2015	AP	Code Enforcement Services-CD DUE: 11/10/2015 DISC: 11/10/2015 Code Enforcement Services-CD	273.00	1099: Y 10 518.07-04-00	Code Enforcemen	273.00
I-11/6/15	11/10/2015	AP	Code Enforcement Services-CD DUE: 11/10/2015 DISC: 11/10/2015 Code Enforcement Services-CD	273.00	1099: Y 10 518.07-04-00	Code Enforcemen	273.00
=== VENDOR TOTALS ===				770.54			
=== PACKET TOTALS ===				770.54			

Accounts Payable Credit Card Report 11/10/15			
Accounts:	1	Sewer	Total
Monthly Fees:	\$ 80.49	\$ 204.37	\$ 284.86
\$ Collected on CC:	\$ 1,286.15	\$ 7,811.77	\$ 9,097.92

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 11/03/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00012	Carquest Auto Parts Store							
	I-Stmt 10/31/15		R 11/17/2015			034504		
40	520.06-21-00		Vehicle & Equipment Maintenanc	4.59				
40	520.06-22-00		Seal All-TP					
40	520.06-21-00		Vehicle & Equipment Gas & Oil	40.26				
40	520.06-21-00		Transmission Fluid-T					
40	520.06-21-00		Vehicle & Equipment Maintenanc	8.78				
40	520.06-21-00		Split Loom-TP					
40	520.06-21-00		Vehicle & Equipment Maintenanc	79.10				
40	520.06-21-00		Grease, Diesel Addat					
40	520.06-21-00		Vehicle & Equipment Maintenanc	1.20				
10	525.06-21-00		Trim-TP					
10	525.06-21-00		Vehicle Repair & Maintenance	24.94				
10	505.06-21-00		Filter-PK					
10	505.06-21-00		Vehicle Repair & Maintenance	7.91				166.78
10	505.06-21-00		Wiper Blade-PD					

*** TOTALS ***	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	166.78	0.00	166.78
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

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

G/L ACCOUNT	NAME	AMOUNT
10 505.06-21-00	Vehicle Repair & Maintenance	7.91
10 525.06-21-00	Vehicle Repair & Maintenance	24.94
	*** FUND TOTAL ***	32.85
40 520.06-21-00	Vehicle & Equipment Maintenanc	93.67
40 520.06-22-00	Vehicle & Equipment Gas & Oil	40.26
	*** FUND TOTAL ***	133.93

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	166.78	0.00	166.78
BANK: AP	TOTALS:		1	166.78	0.00	166.78
REPORT TOTALS:			1	166.78	0.00	166.78

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 11/03/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02057	Lowe's Accounts Receivable							
	I-Stmt 11/2/15		11/17/2015			000000		
10	501.06-01-00	Building Maint & Repair	Lights-AD	52.23				
40	520.06-01-00	Building Maintenance & Repair	Lights, Bathroom Fan	25.02				
10	535.06-01-00	Building Maintenance & Repair	gravel, caulk, batte	40.34				
10	501.06-01-00	Building Maint & Repair	Light Bulbs-AD	31.42				
10	501.06-11-00	Train Depot Maint	Light Bulbs-AD	18.44				
10	525.05-21-00	Equipment & Handtools	Misc Tools-PK	82.43				
10	535.06-05-03	Trail Maintenance	Rebar, gravel-NS	83.77				333.65

* * 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	333.65	0.00	333.65
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
10 501.06-01-00	Building Maint & Repair	83.65
10 501.06-11-00	Train Depot Maint	18.44
10 525.05-21-00	Equipment & Handtools	82.43
10 535.06-01-00	Building Maintenance & Repair	40.34
10 535.06-05-03	Trail Maintenance	83.77
	*** FUND TOTAL ***	308.63
40 520.06-01-00	Building Maintenance & Repair	25.02
	*** FUND TOTAL ***	25.02

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	333.65	0.00	333.65
BANK: AP	TOTALS:		1	333.65	0.00	333.65
REPORT TOTALS:			1	333.65	0.00	333.65

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 11/03/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00942	McKeever's Price Chopper							
	I-Stmt 11/2/15		R 11/17/2015			034528		
10	525.05-41-01 Restroom Supplies		Cleaning Supplies-PK	11.27				
10	520.07-43-00 Spring/Fall Cleanup		Fall Clean Up Food/S	41.64				
10	505.05-01-00 Office Supplies & Consumables		Office Supplies-PD	25.43				
10	520.05-21-00 Handtools		Ice-PK	22.69				
10	520.05-21-00 Handtools		Cleaning Supp/Coffee	28.92				
10	525.03-04-00 Water		Water-PK	15.96				
10	501.09-20-02 Exec Session Meeting Supplies		Meeting Food-AD	60.47				
10	501.09-21-00 Misc-Other		Staff Recognition/Ca	17.34				
10	535.05-42-00 Program Expenses		Food for Ghost Stori	229.85				
10	520.05-21-00 Handtools		Ice-ST	21.10				
10	20070 Vol. Employee Fund W/H		Sympathy Flant-AD	24.99				
10	505.05-01-00 Office Supplies & Consumables		Coffee, Wipes, Plast	43.93				543.59

*** TOTALS ***	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	543.59	0.00	543.59
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

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

G/L ACCOUNT	NAME	AMOUNT
10 20070	Vol. Employee Fund W/H	24.99
10 501.09-20-02	Exec Session Meeting Supplies	60.47
10 501.09-21-00	Misc-Other	17.34
10 505.05-01-00	Office Supplies & Consumables	69.36
10 520.05-21-00	Handtools	72.71
10 520.07-43-00	Spring/Fall Cleanup	41.64
10 525.03-04-00	Water	15.96
10 525.05-41-01	Restroom Supplies	11.27
10 535.05-42-00	Program Expenses	229.85
	*** FUND TOTAL ***	543.59

VENDOR SET: 01 City of Parkville  
 BANK: AP Pooled Cash Regular AP  
 DATE RANGE: 11/03/2015 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00123	Sam's Club							
	I-Stmt 11/8/15		D 11/17/2015			000000		
10	501.09-20-07 Meeting Supplies		Meeting Cups-AD	14.62				
10	501.09-20-02 Exec Session Meeting Supplies		Meeting Water-AD	7.96				
10	535.05-42-00 Program Expenses		Food, Drinks, Suppli	729.83				752.41

** 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	752.41	0.00	752.41
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:		0	VOID DEBITS 0.00		
			VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

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

G/L ACCOUNT	NAME	AMOUNT
10 501.09-20-02	Exec Session Meeting Supplies	7.96
10 501.09-20-07	Meeting Supplies	14.62
10 535.05-42-00	Program Expenses	729.83
	*** FUND TOTAL ***	752.41

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	752.41	0.00	752.41
BANK: AP	TOTALS:		1	752.41	0.00	752.41
REPORT TOTALS:			1	752.41	0.00	752.41

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

Date: November 10, 2015

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Matthew Chapman  
HR/Finance Director

ISSUE:

Approve a resolution employing Jason Rendell as a full-time laborer for the Parks Division of the Public Works Department.

BACKGROUND:

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

Mr. Rendell demonstrates the necessary skill and capacity to execute the fundamental duties of the position and has successfully completed all necessary requirements for consideration of the laborer position.

BUDGET IMPACT:

This is a budgeted position in the Parks Division with a minimum hourly wage of \$12.50 for 40 hours per week. Based on the salary of a newly hired Parks laborer, staff recommends setting Mr. Rendell's salary at a comparable hourly wage of \$13.00.

ALTERNATIVES:

1. Approve the hiring resolution for Jason Rendell as a full-time laborer for the Parks Division of the Public Works Department.
2. Do not authorize the hiring of Jason Rendell.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the attached resolution and hiring of Jason Rendell as a full-time laborer in the Parks Division and Public Works Department, effective November 18, 2015.

FINANCE COMMITTEE RECOMMENDATION:

Due to the cancellation of the Finance Committee meeting on May 25, 2015, this item is being recommended directly to the Board of Aldermen for approval.

POLICY:

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

SUGGESTED MOTION:

I move to approve Resolution No. 11-02-15 employing Jason Rendell as a full-time laborer of the Parks Division of the Public Works Department, effective November 18, 2015.

ATTACHMENT:

1. Resolution 11-02-15



***CITY OF PARKVILLE, MO  
RESOLUTION NO. 11-02-15***

**A RESOLUTION EMPLOYING JASON RENDELL AS A FULL-TIME LABORER  
ASSIGNED TO THE PARKS DIVISION OF THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the City of Parkville has a vacancy in the position of full-time laborer for the parks division of the Public Works Department; and

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

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

SECTION 1. That Jason Rendell is hired as full-time laborer assigned to the parks division of the Public Works Department with a starting hourly pay of \$13.00 per hour, effective as of November 18, 2015.

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

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

IN TESTIMONY WHEREOF, I have hereto set my hand, in the City of Parkville this 17<sup>th</sup> day of November 2015.

---

Mayor Nanette K. Johnston

ATTESTED:

---

City Clerk Melissa McChesney

## **CITY OF PARKVILLE**

### **Policy Report**

Date: November 10, 2015

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Lauren Palmer  
City Administrator

ISSUE:

Approve the final design and authorize completion of construction documents and solicitation of bids for the English Landing Park restrooms and Parks storage facility.

BACKGROUND:

The 2015 Capital Improvements Program (CIP) includes funding for two Parks Division projects: (1) the reconstruction of the restroom facility in English Landing Park and (2) the construction of a maintenance storage area. In March, the City of Parkville received an Outreach Grant from Platte County Parks and Recreation for the improvements to the restroom. In May, the City released a Request for Qualifications (RFQ) for Architectural Services for the restroom project. The City received three responses to the bid request. On July 21, 2015, the Board of Aldermen approved the professional services contract with Williams, Spurgeon, Kuhl & Freshnock (WSKF). Additionally, staff recommended that the contract scope with WSKF be expanded to also include the architectural design of the Parks storage facility.

At the September 9, 2015, CLARB meeting, John Freshnock with WSKF presented three preliminary concept drawings for the restroom and storage facility. Based on the discussion and direction by CLARB, Mr. Freshnock presented revised concept drawings at the October 14, 2015 CLARB. CLARB recommended the final design concept include the family restroom and heating in all restrooms. Cost estimates were prepared following the meeting based on the design direction from CLARB. Unfortunately the estimates exceeded the available budget, so staff worked with the architect to find ways to reduce the overall project total cost. The major changes were: (1) the Parks storage facility was reduced from 45'x65' to 45'x50'; (2) only the family restroom and utility chaise will be heated year round; and (3) the porch was removed from the south side of the building.

Other changes were also made to reduce the cost of the project. The following items were removed from the current project but will be incorporated into the bid documents as bid alternates, which allows the City to incorporate them later if costs come in lower than anticipated. The alternates will be: (1) stone base on the columns; (2) skylight; (3) drinking fountain with dog bowl; (4) additional sinks in the men's and women's restrooms; (5) heating the men's and women's restrooms; and (6) gravel and fencing for the Parks storage building. Based on the discussion at the CLARB meeting, the bid alternates were priorities as follows: (1) drinking fountain; (2) additional sink in women's restroom; and (3) heating in all restrooms.

The revised final concept was reviewed at the November 12, 2015, CLARB meeting. Additionally, staff presented the options and recommendations associated with the 2016 Platte County Parks and Recreation Outreach Grant applications. CLARB supported staff's recommendation to present the Parks storage facility as a #1 priority option for the County's 2016 Outreach Grant program. Staff recommends the grant request be in the amount that covers installation of the gravel access and fencing of \$18,813, which was removed from the base bid cost estimate. This item will be included as a bid alternate which will only be accepted if the grant is approved.

**BUDGET IMPACT:**

The 2015 Capital Improvements Program (CIP) includes \$200,000 for the construction of the English Landing Park restroom, with the following funding sources: \$15,000 – Parks Donations Fund; \$30,000 Outreach Grant, and \$155,000 Fewson Fund Loan. However, the City received \$40,000 from the County's Outreach Grant program, so the available budget for the English Landing Park restroom is \$210,000. The cost estimate for the restroom is \$197,871, for both the design and construction.

The 2015 CIP includes \$35,000 for the construction of the storage and shop area to protect maintenance equipment. The 2016 CIP currently includes an increase from \$35,000 to \$75,000 for this project based on revised cost estimates. The cost estimate for the Parks storage building is \$86,878 for both the design and construction.

**ALTERNATIVES:**

1. Approve the final design and authorize completion of construction documents and solicitation of bids for the English Landing Park restrooms and Parks storage facility.
2. Direct the architect to modify the final concept drawings.
3. Do not approve the final concept drawings.
4. Postpone the item.

**COMMUNITY LAND AND RECREATION BOARD (CLARB) RECOMMENDATION:**

At the meeting on November 12, 2015, CLARB voted 6-0 to recommend that the Board of Aldermen approve the final design and authorize completion of construction document for the English Landing Park restroom and Parks storage facility.

Also at the November 12, 2015 meeting, CLARB voted 6-0 to support staff's recommendation for the Platte County Outreach Grant requests. The Parks storage facility will be the #1 priority, the grant request will cover the additional cost for the gravel access, fencing, and landscaping associated with the Parks storage facility.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Aldermen approve the final design and authorize completion of construction documents and solicitation of bids for the English Landing Park restrooms and Parks storage facility.

**POLICY:**

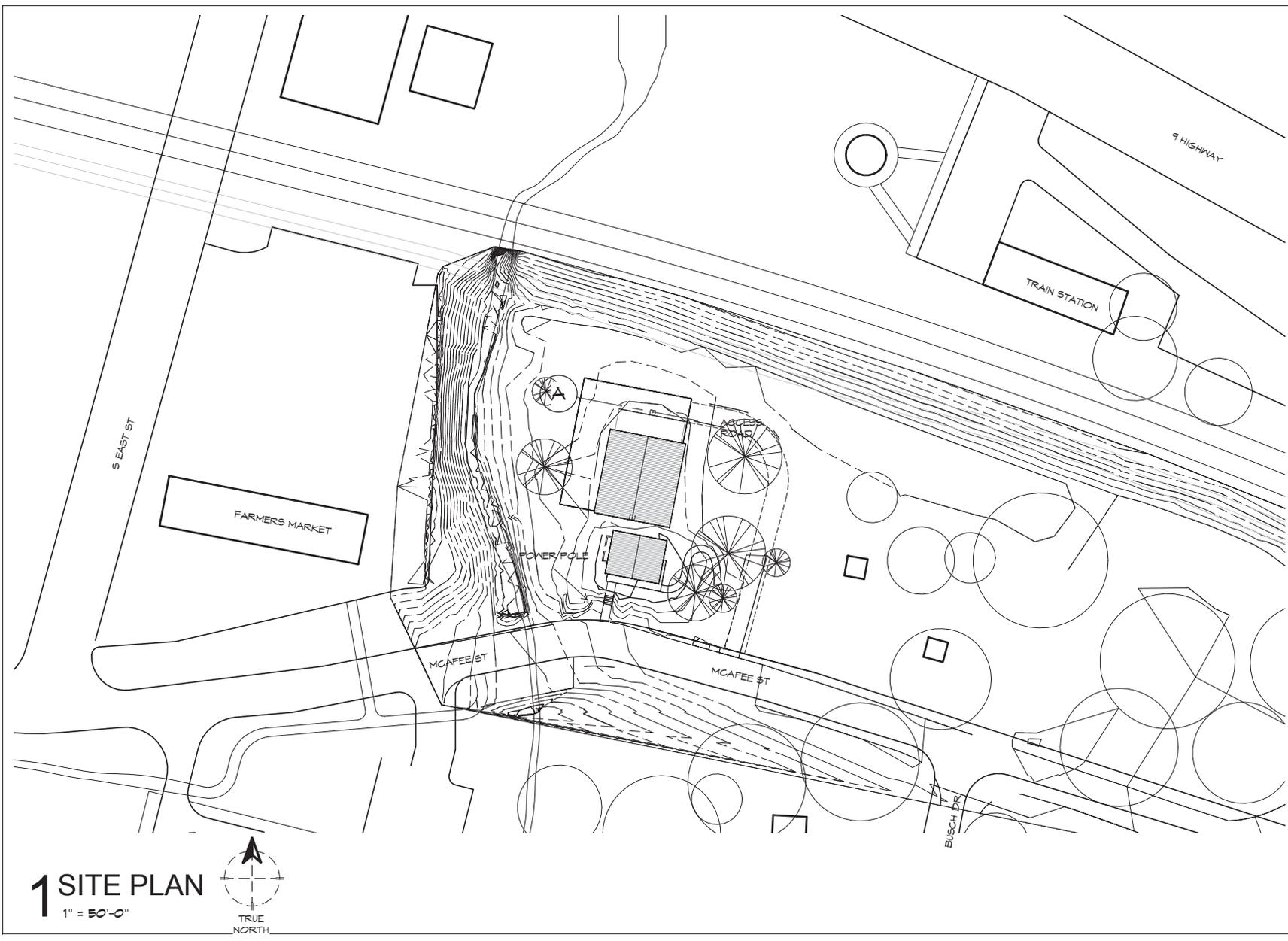
Since this is a significant and visible public improvement, staff seeks concurrence from the Board of Aldermen on the final design before soliciting competitive bids. Following the bidding process, a construction contract will be recommended to the Finance Committee and Board of Aldermen to authorize construction in accordance with the Purchasing Policy, Resolution No. 10-02-14.

**SUGGESTED MOTION:**

I move to approve the final design and authorize completion of construction documents and solicitation of bids for the English Landing Park restrooms and Parks storage facility.

**ATTACHMENTS:**

1. Site Plan
2. Floor Plan
3. Rendering Drawings
4. Civil Plans
5. Cost Estimate



**1 SITE PLAN**  
1" = 50'-0"

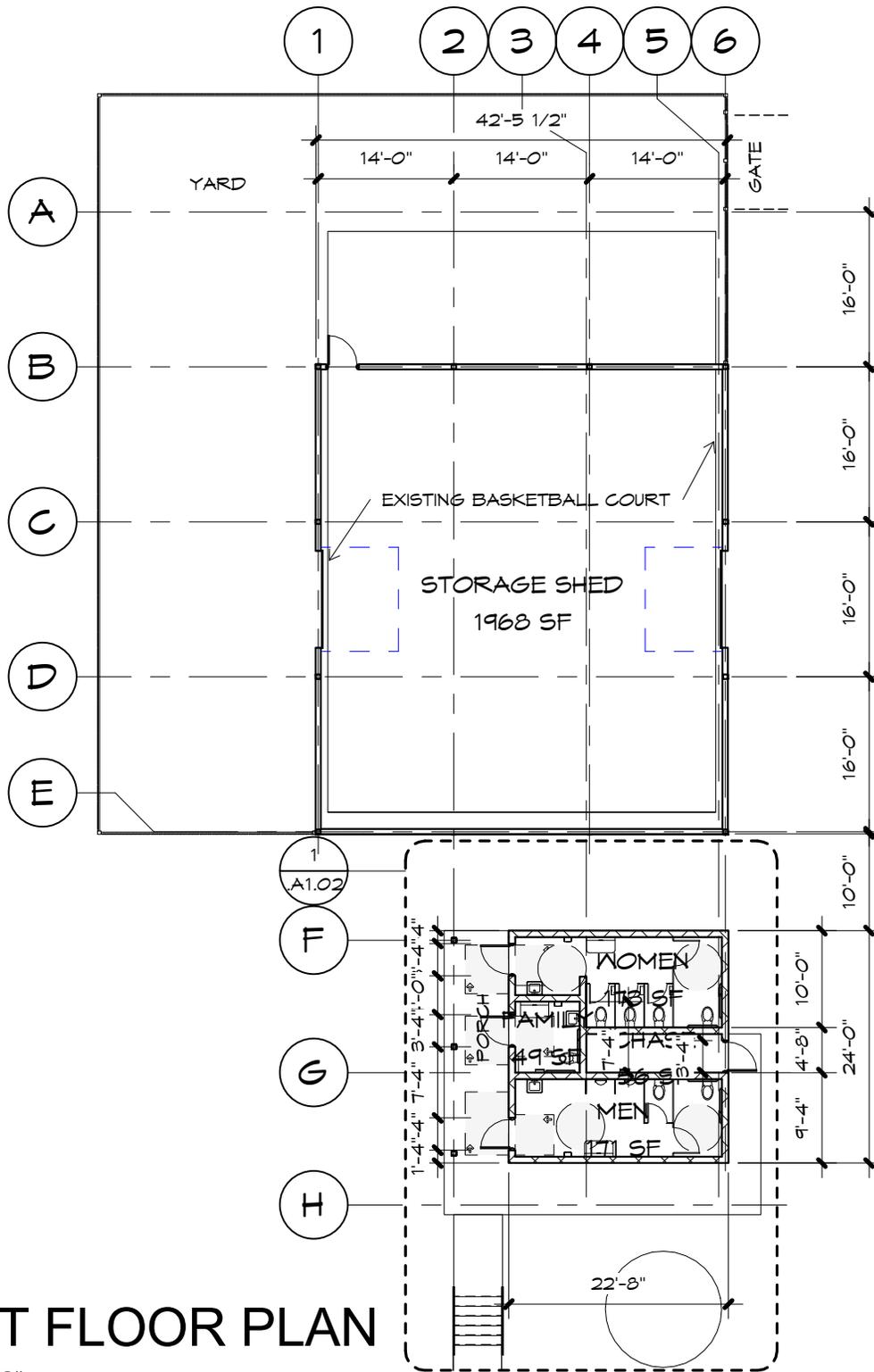


JOB NO:  
15049  
DATE:  
\_SP1.01  
Williams Spurgeon  
Kuhl & Freshnock  
Architects, Inc. © 2015

RE:  
REV. NO:

PARKVILLE ENGLISH LANDING RESTROOM  
STREET ADDRESS  
CITY, ST, ZIP CODE  
110 Armour Road North Kansas City, Missouri 64116  
Tel. 816.300.4101 Fax 816.300.4102

**Williams  
Spurgeon  
Kuhl &  
Freshnock**  
ARCHITECTS, P.C.



# 1 FIRST FLOOR PLAN

1/16" = 1'-0"



PARKVILLE ENGLISH LANDING RESTROOM

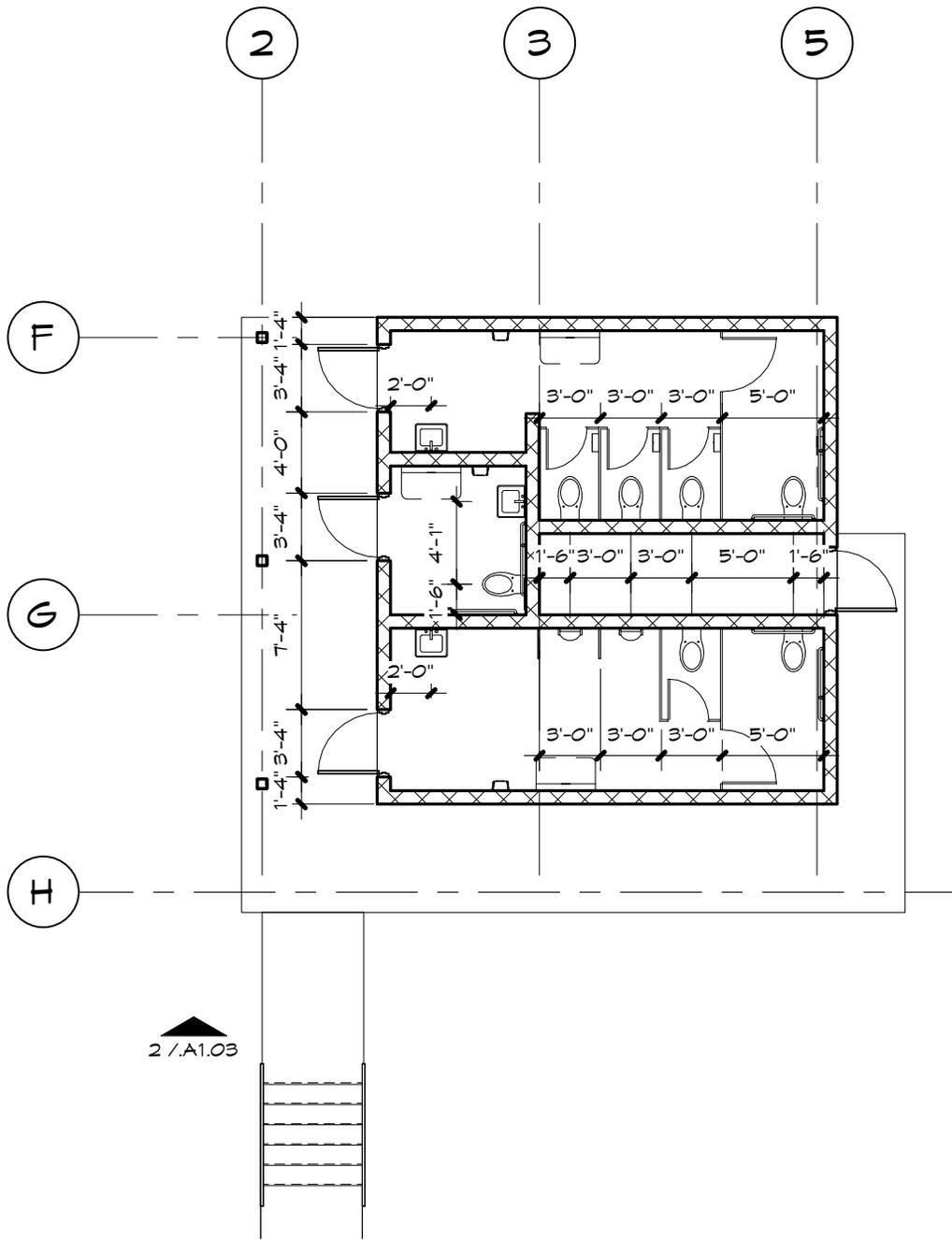
STREET ADDRESS  
CITY, ST ZIP CODE

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

RE:
REV. NO:

JOB NO: 15049 DATE:
<b>A1.01</b>

Williams Spurgeon  
Kuhl & Freshnock  
Architects, Inc. © 2015



# ENLARGED FIRST FLOOR PLAN

1/8" = 1'-0"



PARKVILLE ENGLISH LANDING RESTROOM

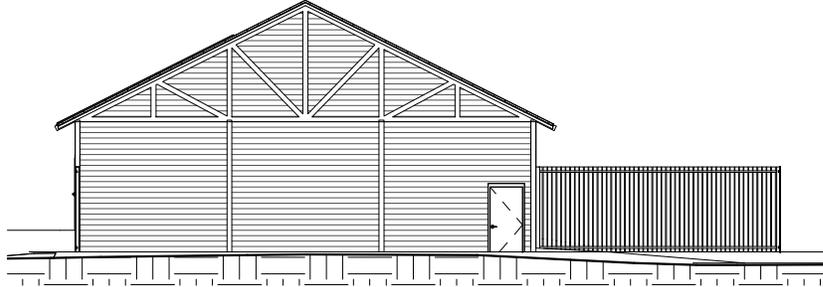
STREET ADDRESS  
CITY, ST ZIP CODE

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

RE:
REV. NO:

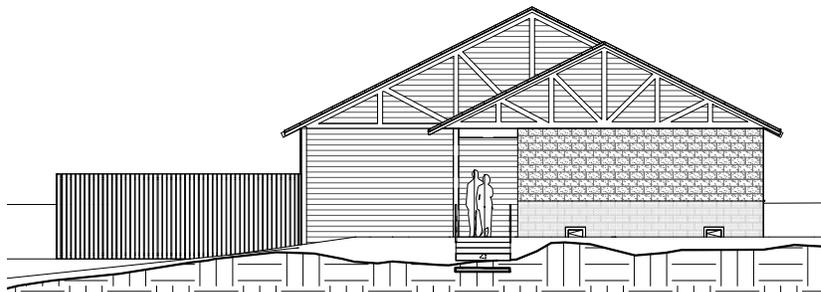
JOB NO: 15049 DATE:
.A1.02

Williams Spurgeon  
Kuhl & Freshnock  
Architects, Inc. © 2015



# 1 North Elevation

1/16" = 1'-0"



# 2 South Elevation

1/16" = 1'-0"



PARKVILLE ENGLISH LANDING RESTROOM

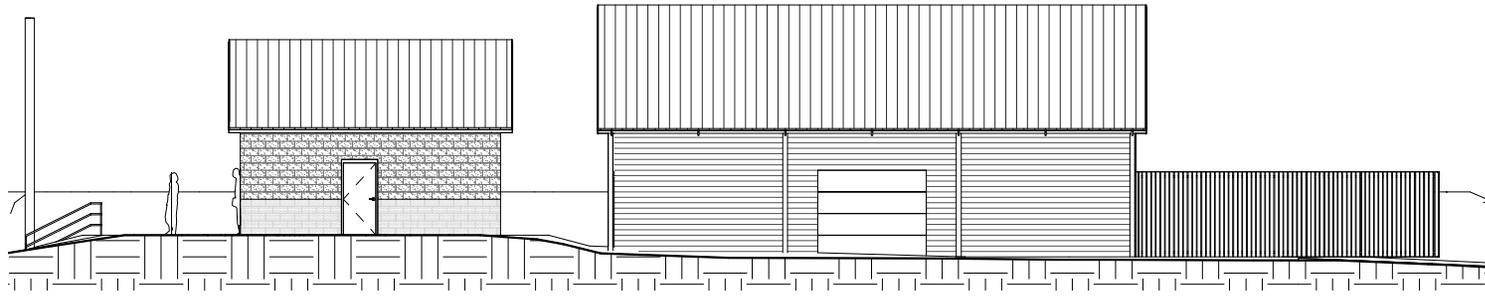
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CITY, ST ZIP CODE

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

RE:
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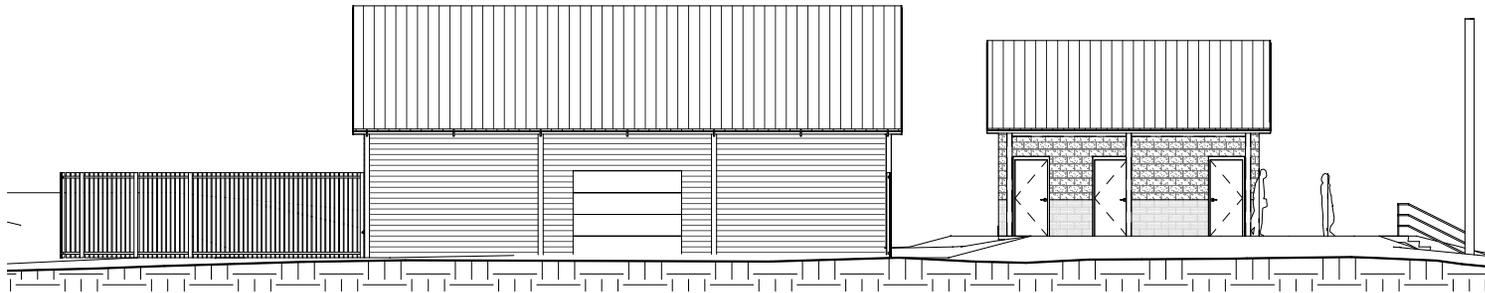
JOB NO: 15049 DATE:
.A1.03

Williams Spurgeon  
Kuhl & Freshnock  
Architects, Inc. © 2015



# 1 East Elevation

1/16" = 1'-0"



# 2 West Elevation

1/16" = 1'-0"

JOB NO:  
15049  
DATE:  
.A1.04

Williams Spurgeon  
Kuhl & Freshnock  
Architects, Inc. © 2015

RE:  
REV. NO:

PARKVILLE ENGLISH LANDING RESTROOM

STREET ADDRESS  
CITY, ST ZIP CODE

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

**Williams  
Spurgeon  
Kuhl &  
Freshnock**  
ARCHITECTS, INC.



# 1 PERSPECTIVE

Williams  
Spurgeon  
Kuhl &  
Freshnock  
Architects, Inc.

PARKVILLE ENGLISH LANDING RESTROOM

STREET ADDRESS  
CITY, ST ZIP CODE

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

RE:

REV. NO:

JOB NO:  
15049  
DATE:

.P1.01

Williams Spurgeon  
Kuhl & Freshnock  
Architects, Inc. © 2015



# 2 PERSPECTIVE

Williams  
Spurgeon  
Kuhl &  
Freshnock  
Architects, Inc.

PARKVILLE ENGLISH LANDING RESTROOM

STREET ADDRESS  
CITY, ST ZIP CODE

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

RE:  
REV. NO:

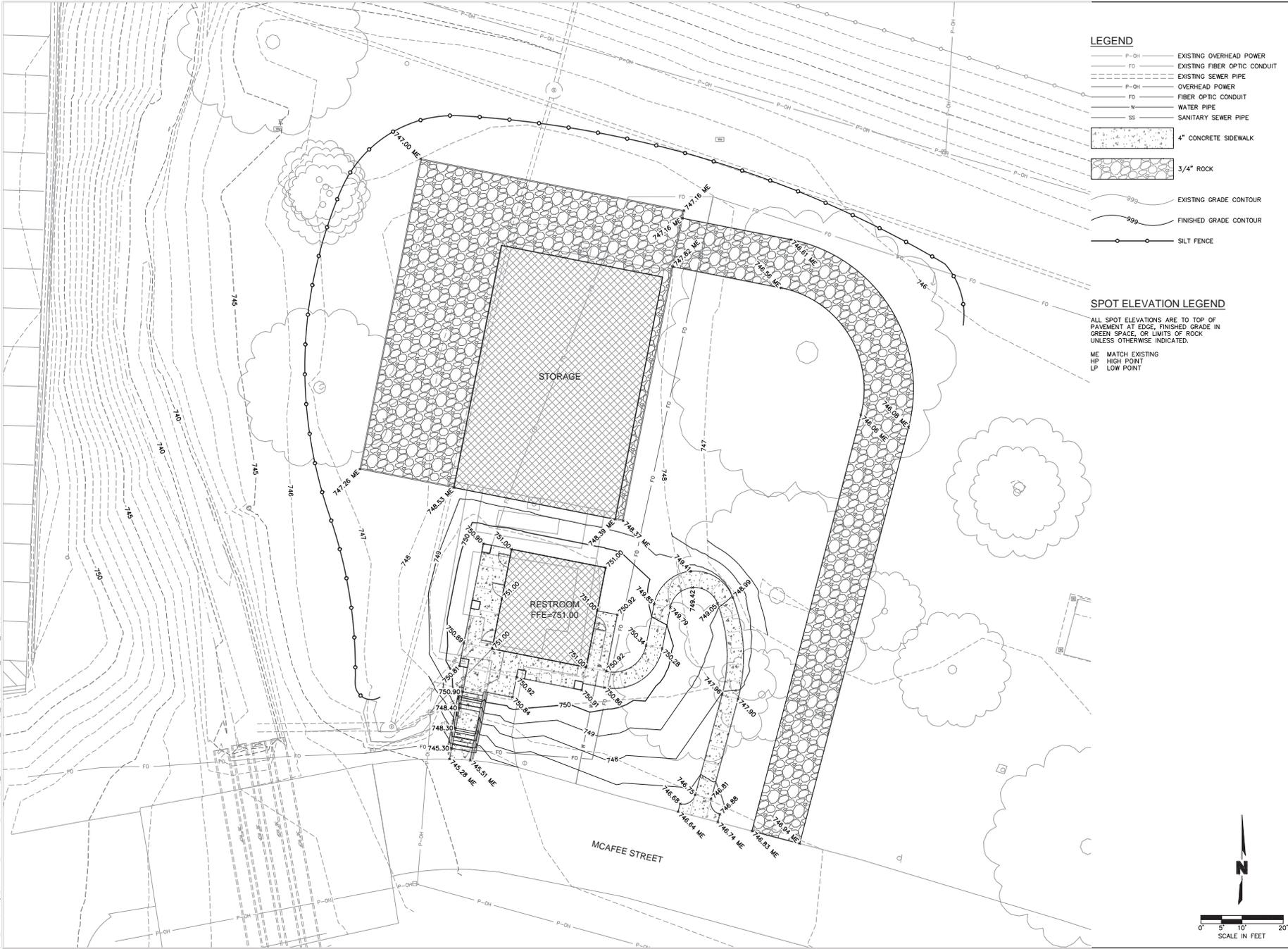
JOB NO:  
15049  
DATE:  
.P1.02

Williams Spurgeon  
Kuhl & Freshnock  
Architects, Inc. © 2015





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- LEGEND**
- P-OH ——— EXISTING OVERHEAD POWER
  - FO ——— EXISTING FIBER OPTIC CONDUIT
  - SS ——— EXISTING SEWER PIPE
  - P-OH ——— OVERHEAD POWER
  - FO ——— FIBER OPTIC CONDUIT
  - W ——— WATER PIPE
  - SS ——— SANITARY SEWER PIPE
  - [Cross-hatch pattern] 4" CONCRETE SIDEWALK
  - [Diagonal hatch pattern] 3/4" ROCK
  - 999--- EXISTING GRADE CONTOUR
  - 999--- FINISHED GRADE CONTOUR
  - ○ ○ ○ ○ SILT FENCE

**SPOT ELEVATION LEGEND**

ALL SPOT ELEVATIONS ARE TO TOP OF PAVEMENT AT EDGE, FINISHED GRADE IN GREEN SPACE, OR LIMITS OF ROCK UNLESS OTHERWISE INDICATED.

ME MATCH EXISTING  
 HP HIGH POINT  
 LP LOW POINT



REV. NO.	DATE	REVISION DESCRIPTION	BY

REV. NO.	DATE	REVISION DESCRIPTION	BY

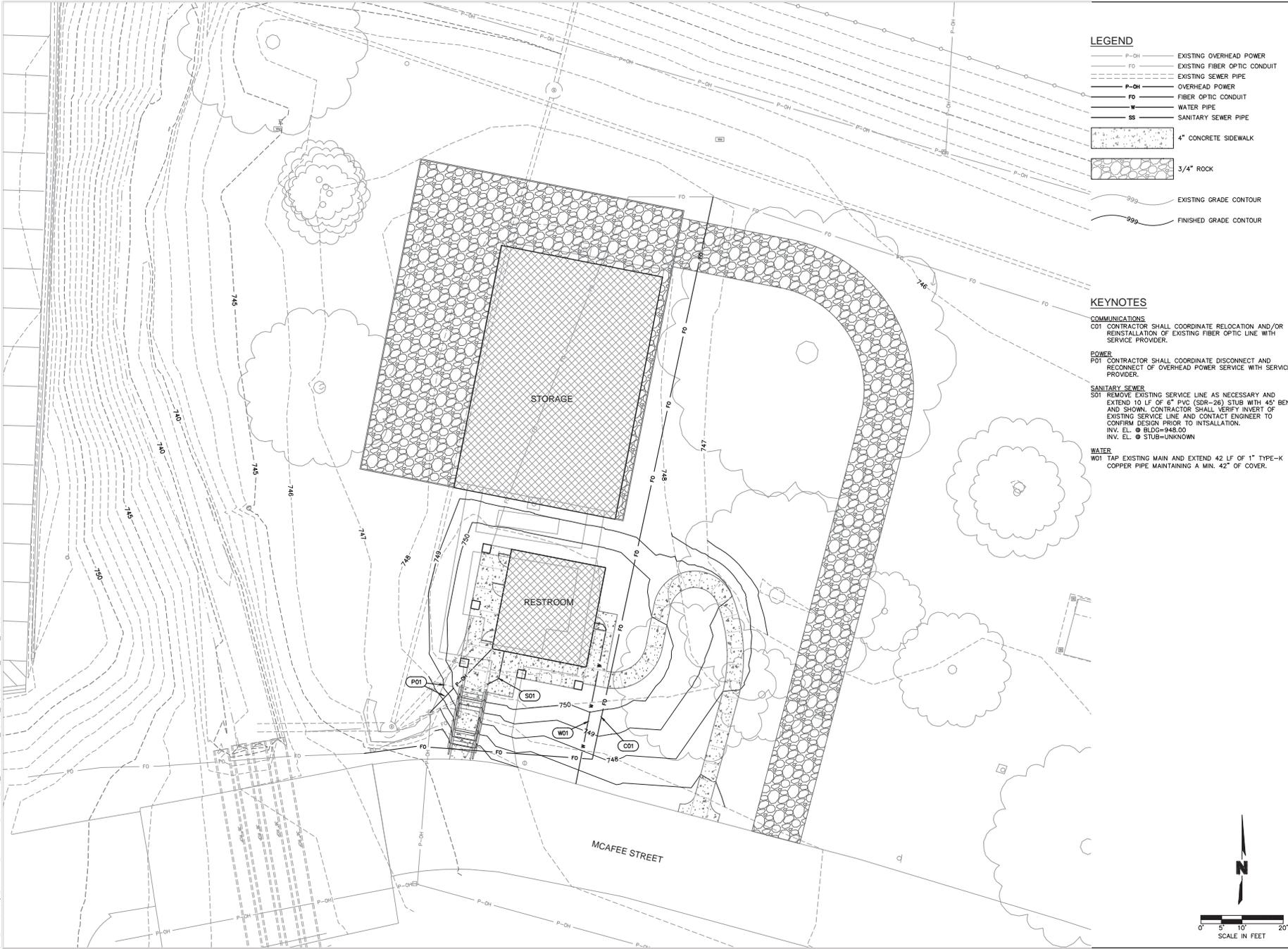
SITE PLAN  
 CONSTRUCTION DOCUMENTS  
 RESTROOM  
 ENGLISH LANDING PARK  
 PARKVILLE, MISSOURI

2015

drawn by: [initials]  
 checked by: [initials]  
 approved by: [initials]  
 project no.: 1519  
 drawing no.: 252-201  
 date: 10-22-15

**SHEET**  
 1 of 1

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 DATE: NOV 20, 2015 11:26am



- LEGEND**
- P-OH ——— EXISTING OVERHEAD POWER
  - FO ——— EXISTING FIBER OPTIC CONDUIT
  - EXISTING SEWER PIPE
  - P-OH ——— OVERHEAD POWER
  - FO ——— FIBER OPTIC CONDUIT
  - W ——— WATER PIPE
  - SS ——— SANITARY SEWER PIPE
  - [Pattern] 4" CONCRETE SIDEWALK
  - [Pattern] 3/4" ROCK
  - 999 ——— EXISTING GRADE CONTOUR
  - 999 ——— FINISHED GRADE CONTOUR

- KEYNOTES**
- COMMUNICATIONS**  
 C01 CONTRACTOR SHALL COORDINATE RELOCATION AND/OR REINSTALLATION OF EXISTING FIBER OPTIC LINE WITH SERVICE PROVIDER.
- POWER**  
 P01 CONTRACTOR SHALL COORDINATE DISCONNECT AND RECONNECT OF OVERHEAD POWER SERVICE WITH SERVICE PROVIDER.
- SANITARY SEWER**  
 S01 REMOVE EXISTING SERVICE LINE AS NECESSARY AND EXTEND TO LF OF 6" PVC (SDR-26) STUB WITH 45° BEND AND SHOWN. CONTRACTOR SHALL VERIFY INVERT OF EXISTING SERVICE LINE AND CONTACT ENGINEER TO CONFIRM DESIGN PRIOR TO INSTALLATION.  
 INV. EL. @ 810'-0"=945.00  
 INV. EL. @ STUB=UNKNOWN
- WATER**  
 W01 TAP EXISTING MAIN AND EXTEND 42 LF OF 1" TYPE-K COPPER PIPE MAINTAINING A MIN. 42" OF COVER.



Office: 1400 North 10th Street, Suite 100  
 Missouri Department of Transportation  
 Kansas City, MO 64116  
 Phone: 816.261.1177  
 Fax: 816.261.1188  
 www.molssonassociates.com

REV. NO.	DATE	REVISION DESCRIPTION	BY

**REVISIONS**

2015

**SITE PLAN**  
**CONSTRUCTION DOCUMENTS**  
**RESTROOM**  
**ENGLISH LANDING PARK**  
**PARKVILLE, MISSOURI**

drawn by: [Signature]  
 checked by: [Signature]  
 approved by: [Signature]  
 QA/QC by: [Signature]  
 project no.: 15262-40  
 drawing no.: 15262-40-01  
 date: 10-22-15

**SHEET**  
**1 of 1**





**English Landing Park - Restroom/Storage Building**  
**Estimate of Probable Cost**

**Restroom Preliminary Design**

<b>Div.</b>	<b>Item/Material</b>	<b>Unit Cost</b>	<b>No. of Units</b>	<b>Item Total</b>	<b>Comments</b>	<b>Subtotals &amp; Totals</b>
<b>1 - GENERAL REQUIREMENTS</b>						
	General Conditions	\$7,500	1	\$ 7,500	5% Supervision, Insur., Constr. Utilities, Etc.	\$ 7,500
<b>3 - CONCRETE</b>						
	Strip Footings and stem wall	\$100.00	92	\$ 9,200	Footings for CMU walls LF	
	Pad Footings + pier	\$500.00	3	\$ 1,500	Porch column footings	
	4" Concrete Slab	\$5.00	544	\$ 2,720	Interior	
	Sealer	\$3.00	449	\$ 1,347	Restrooms	\$ 14,767
<b>4 - MASONRY</b>						
	8" CMU walls, sq. ft.	\$14.00	920	\$ 12,880	Split-face conc. block	
	Stone column bases	\$2,000.00	0	\$ -	Limestone with cast stone cap w/ vents	
	8" CMU partitions, sq. ft.	\$12.00	142.5	\$ 1,710	Smooth-face conc. block painted	\$ 14,590
<b>5 - METALS</b>						
	Metal ceiling	\$4.50	970	\$ 4,365	Restrooms and chase	
	Structural Steel Columns	\$500.00	3	\$ 1,500	galv column	\$ 5,865
<b>6 - WOOD, PLASTICS &amp; COMPOSITES</b>						
	Truss roof	\$6.00	970	\$ 5,820	Roof Framing	
	Structural Wood Roof Members	\$500	1	\$ 500	misc. beams	\$ 6,320
<b>7 - THERMAL &amp; MOISTURE PROTECTION</b>						
	Thermal Insulation	\$2.50	544	\$ 1,360	Above restrooms & chase	
	Metal roofing	\$10.00	970	\$ 9,700	Roofing	
	Siding	\$20.00	230	\$ 4,600		
	Joint Sealants	\$500	1	\$ 500	General caulking	\$ 16,160
<b>8 - OPENINGS</b>						
	Flood doors	\$200.00	8	\$ 1,600	Stainless steel	
	skylights	\$1,000.00	0	\$ -	Solar Tube	
	Hollow Metal Doors	\$1,500.00	4	\$ 6,000	Restrooms and chase	\$ 7,600
<b>9 - FINISHES</b>						
	Painting	\$2.00	2355	\$ 4,710	Doors/Frames, Steel, Siding, Etc.	\$ 4,710
<b>10 - SPECIALTIES</b>						
	Toilet and Bath Accessories	\$600	9	\$ 5,400	TP Holders, Mirrors, Grab Bars, Etc.	
	Dimensional Letter Signage	\$400	1	\$ 400	Exterior building signs (Men's, Women's, Etc)	\$ 5,800
<b>22 - PLUMBING</b>						
	Wall Mounted Toilets	\$1,800.00	7	\$ 12,600	porcelain wall mounted on carrier	
	Urinals	\$1,500.00	2	\$ 3,000	porcelain	
	Wall Mounted Lavatories	\$1,500.00	3	\$ 4,500	porcelain	
	Freeze Proof Drinking Fountain	\$3,300.00	0	\$ -	Pedestal HI/Low Fixture, with dog bowl	
	General Plumbing	\$5,600.00	1	\$ 5,600	Water heater, piping	\$ 25,700
<b>23 - HEATING VENTILATING &amp; AIR CONDITIONING</b>						
	HVAC	\$6,250	1	\$ 6,250	1 Heater in plumbing chase, 4 exhaust fans	\$ 6,250
<b>26 - ELECTRICAL</b>						
	Lighting and Electrical	\$10,000	1	\$ 10,000	Building electrical	\$ 10,000
<b>31 - EARTHWORK</b>						
	Erosion control	\$1,500	1	\$ 1,500		
	Staking	\$1,500	1	\$ 1,500		
	Earthwork	\$8,000	1	\$ 8,000	Rough & fine grading	\$ 11,000
<b>32 - EXTERIOR IMPROVEMENTS</b>						

**English Landing Park - Restroom/Storage Building**  
**Estimate of Probable Cost**

Concrete Paving	\$5.00	971	\$	4,855	Exterior porch slab and sidewalks		
Concrete Sealer	\$1.00	971	\$	971	Cure & Seal		
Landscaping	\$0.00	1	\$	-	Tress, Plants, boulders and Seed	\$	5,826
<b>33 - UTILITIES</b>							
Gravity Sewer +Connection	\$1,200.00	1	\$	1,200	Reconnect to existing sewer		
Electrical	\$4,500.00	1	\$	4,500	Reconnect existing service		
Water	\$2,340.00	1.00	\$	2,340	Reconnect existing water	\$	8,040
<b>Subtotals</b>							
Subtotal						\$	150,128
Builder's Fee	\$9,007.68	1	\$	9,008	6%	\$	9,008
						\$	159,136
Performance & Payment Bonding	\$2,387.04	1	\$	2,387	1.5%	\$	2,387
						\$	161,523
Contingency	\$8,076.14	1	\$	8,076	5.0%	\$	8,076
<b>Total Estimated Cost</b>						<b>\$</b>	<b>169,599</b>
<b>A/E fees</b>						<b>\$</b>	<b>28,272</b>
cost per sf	\$	203.99				<b>\$</b>	<b>197,871</b>

**English Landing Park - Restroom/Storage Building**  
 Estimate of Probable Cost

**Storage Shed 45x50 Preliminary Design**

Div.	Item/Material	Unit Cost	No. of Units	Item Total	Comments	Subtotals & Totals
<b>1 - GENERAL REQUIREMENTS</b>						
	General Conditions	\$3,050	1	\$ 3,050	5% Supervision, Insur., Constr. Utilities, Etc.	\$ 3,050
<b>3 - CONCRETE</b>						
	Footings Load Bearing	\$500.00	0	\$ -	Footings for CMU, column footings; LF	\$ -
<b>4 - MASONRY</b>						
	8" CMU walls, sq. ft.	\$15.00	0	\$ -	Split-face conc. block w/integral color	\$ -
<b>6 - WOOD, PLASTICS &amp; COMPOSITES</b>						
	Truss roof	\$6.00	0	\$ -	Roof Framing	
	Structural Wood Roof Members	\$500	0	\$ -	misc. beams	\$ -
<b>7 - THERMAL &amp; MOISTURE PROTECTION</b>						
	Metal roofing	\$10.00	0	\$ -	Roofing	
	Siding	\$10.00	0	\$ -	Fiber cement or Metal siding	
	Joint Sealants	\$500	0	\$ -	General caulking	\$ -
<b>13 SPECIAL CONSTRUCTION</b>						
	Wood Pole Barn	\$57,000	1	\$ 57,000	Existing slab to remain	\$ 57,000
<b>26 - ELECTRICAL</b>						
	Lighting and Electrical	\$1,200	1	\$ 1,200	Building & site electrical	\$ 1,200
<b>32 - EXTERIOR IMPROVEMEI 1444</b>						
	Gravel Drive	\$3.50	2775	\$ -	Access to storage yard	
	Wood fencing	\$6.50	1400	\$ -	8' fence	
	Landscaping	\$3,500.00	0	\$ -	Tress, Plants, boulders and Seed	\$ -
<b>Subtotals</b>						
	Subtotal					\$ 61,250
	Builder's Fee	\$3,675.00	1	\$ 3,675	6%	\$ 3,675
						\$ 64,925
	Performance & Payment Bonding	\$973.88	1	\$ 974	1.5%	\$ 974
						\$ 65,899
	Contingency	\$3,294.94	1	\$ 3,295	5.0%	\$ 3,295
	<b>Total Estimated Cost</b>					<b>\$ 69,194</b>
	<b>A/E Fees</b>					<b>17684</b>
						<b>\$ 86,878</b>

## **CITY OF PARKVILLE**

### **Policy Report**

Date: November 11, 2015

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

Reviewed By:  
Zach Tusinger  
Planning Intern

ISSUE:

Approve the first reading of an ordinance amending Parkville Municipal Code Chapter 400, *General Provisions*, to define microbrewery, microdistillery, and microwinery uses and amending Chapter 470, *Supplementary Use Regulations – Conditional Uses*, to allow these uses by conditional use permit. Case PZ15-33; City of Parkville Community Development Department, applicant.

BACKGROUND:

Over the past few years, the City has received inquiries regarding the possibility of opening microbreweries and microwineries in Parkville. The City currently allows “microbrewery or a wine manufacturing business,” but only as an accessory use to a restaurant (the former Power Plant Brewery), or as manufacturing uses in two of the industrial districts. Many communities have historically regulated breweries this way. With an increased demand for high-quality, craft beer, liquors and wines, microbreweries, microdistilleries and microwineries have flourished throughout the country, including within the Kansas City metro. Unlike many brewpubs popular in Kansas City in the 1990s and early 2000s, these uses tend to have less emphasis on restaurant services. These uses are also becoming catalysts to retail and tourism activities and are increasingly locating in downtowns, industrial areas, and other more urban settings. These uses are often incorporating tours of their production areas, tasting rooms, and products for on-site retail sales.

As the market for craft beer, wines and distilled alcohol has grown and the land use has become more popular, a large number of communities have addressed this activity in their zoning ordinances. Generally, these operations have been seen as appropriate for commercial and mixed use districts (in addition to the traditional industrial districts), particularly in association with other retail, eating, and drinking establishments. The proposed text amendment would allow these uses as primary uses in commercial and industrial districts through the approval of a conditional use permit (CUP). Each location and business may have different attributes and the requirement for CUP allows flexibility for applicants while ensuring site specific impacts can be appropriately addressed.

As drafted, the requirement for a CUP would not apply to Parkville’s existing distillery. The distillery is located in the Park University Underground which is zoned “U-1” Underground District. This district is unique in that many impacts typical to surface uses are not factors. If the amendment is modified to include the U-1 district, the existing distillery would become a legal, non-conforming use allowing it to operate as previously approved. However, any changes would require compliance with the new regulations, including approval of a conditional use permit (CUP).

On November 10, 2015, the Planning and Zoning Commission considered the proposed amendments and discussed a desire to be flexible, to not discourage uses by being too specific

in the amendment, and concerns about the potential for uses to outgrow spaces or grow to a size that creates traffic conflicts (particularly by deliveries). It was agreed that allowing uses by conditional use would address these concerns by allowing site-by-site consideration, taking into account the specific site conditions and business plans and projections.

It should be noted that additional amendments to the Municipal Code are necessary to fully implement these changes. Changes to Chapter 600, Liquor Laws, and additional revisions to Title IV zoning code will be proposed separately to review prior language as necessary to eliminate conflicting language. Meanwhile, the amendment allows Parkville to pursue these unique uses as attractions and retail catalysts.

**BUDGET IMPACT:**

With the exception of required codification and enforcement, there is no budgetary impact.

**ALTERNATIVES:**

1. Approve the ordinance and text amendments on first reading as proposed;
2. Approve the ordinance and text amendments on first reading subject to changes;
3. Return the application to the Planning and Zoning Commission for reconsideration;
4. Postpone consideration; or
5. Deny the application.

**STAFF RECOMMENDATION:**

Staff recommends approving the first reading of the ordinance amending Parkville Municipal Code Chapter 400, *General Provisions*, to define microbrewery, microdistillery, and microwinery uses and amending Chapter 470, *Supplementary Use Regulations – Conditional Uses*, to allow these uses by conditional use permit, as submitted. It should be noted that the proposed amendments have been reviewed by the City Attorney. The City Clerk has also reviewed the amendments with the State Liquor Control staff to ensure compliance with state liquor laws and other statutes. Comments and suggestions by both were incorporated.

**PLANNING COMMISSION RECOMMENDATION:**

On November 10, 2015, the Planning and Zoning Commission held a public hearing and considered the proposed text amendment. The Commission concurred with conclusions and recommendations in staff's November 5, 2015, report and following consideration unanimously recommended approval of the text amendment as submitted by a vote of 8 to 0. Items considered by the Commission along with a record of their consideration and recommendation are attached.

**POLICY:**

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

**SUGGESTED MOTION:**

I move to approve Bill No. 2858, an ordinance amending Parkville Municipal Code Chapter 400, *General Provisions*, to define microbrewery, microdistillery, and microwinery uses and amending Chapter 470, *Supplementary Use Regulations – Conditional Uses*, to allow these uses by conditional use permit, on first reading and postpone the second reading to December 1, 2015.

ATTACHMENTS:

1. Ordinance
2. Staff report submitted to the Planning & Zoning Commission for consideration at their November 10, 2015 meeting, including the following exhibits:
  - a. Research memo, Brewery Regulations and Zoning, dated September 15, 2015 and last revised November 5, 2015 (3 pages)
  - b. Microbrewery, Microdistillery, & Microwinery Examples in the Kansas City Metro, dated November 5, 2015 (5 pages)
  - c. March 2014 American Planning Association, Zoning Practice, Issue #3, Microbreweries (8 pages)

ADDITIONAL EXHIBITS BY REFERENCE\*:

1. Draft minutes from the November 10, 2015 Planning and Zoning Commission meeting
2. April 2014 American Planning Association Planning Advisory Service Packet, EIP-34, Zoning for Micro-Alcohol Production (123 pages)
3. October 19, 2015 minutes of the special Planning and Zoning Commission meeting
4. Parkville Zoning Code - <http://www.ecode360.com/PA3395-DIV-05>
5. Parkville Master Plan - <http://parkvillemo.gov/departments/community-development-department/master-plan/>
6. Hearing notices published in the Platte County Landmark and Kansas City Star
7. Summary of hearing posted on the City webpage - <http://parkvillemo.gov/wp-content/uploads/2014/03/PZ15-33-Microbrewery-Text-Amendment-Web-Packet.pdf>
8. Hearing announcement posted on the City webpage - <http://parkvillemo.gov/public-hearings/>

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

**AN ORDINANCE AMENDING PARKVILLE MUNICIPAL CODE CHAPTER 400, GENERAL PROVISIONS, TO DEFINE MICROBREWERY, MICRODISTILLERY, AND MICROWINERY USES AND CHAPTER 470, SUPPLEMENTARY USE REGULATIONS - CONDITIONAL USES, TO ALLOW THE USES BY CONDITIONAL USE PERMIT**

WHEREAS, the City has received inquiries regarding the possibility of opening microbreweries and microwineries in Parkville;

WHEREAS, the City currently only allows microbreweries or wine manufacturing businesses as accessory uses to restaurants, or as manufacturing uses in the industrial districts;

WHEREAS, there has been a resurgence in craft and small-scale alcohol production in the United States as evidence by rising demand and the flourishing of microbreweries, microdistilleries, and microwineries in the Kansas City area;

WHEREAS, recent meetings with downtown property and business owners have indicated strong support for microbreweries and other similar facilities that include a retail component;

WHEREAS, staff recommended changes to Sections 400.030 Definitions and Section 470.040 Conditional Uses Enumerated to accommodate small-scale alcohol production in Parkville;

WHEREAS, the City Attorney reviewed the amendments in their entirety and approved them as to form;

WHEREAS, the City Clerk reviewed the amendments with staff from the Missouri Division of Alcohol and Tobacco Control and confirmed the amendments do not conflict with state regulations;

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

WHEREAS, at its November 10, 2015, regular meeting, the Planning & Zoning Commission held the required public hearing, concurred with conclusions and recommendations in staff's November 5, 2015, report and unanimously recommended approval of the amendments contained herein by a vote of 8-0;

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

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

SECTION 1. Parkville Municipal Code Title IV, Chapter 400, Section 400.030, *Definitions*, is hereby amended to add the following definitions:

**Microbrewery.** A facility at which beer or similar beverage is brewed and fermented on the premises, and is kegged, canned, or bottled for retail sale and/or consumption on the premises, and which may be sold or distributed for sale and/or consumption off the premises, and for which the volume of production does not exceed 10,000 barrels per year.

**Microdistillery.** A facility, other than a microbrewery or microwinery, at which alcohol is distilled or manufactured on the premises, and is bottled, packaged or otherwise prepared for retail sale and/or consumption on the premises, and which may be sold or distributed for sale and/or consumption off the premises, and for which the volume of production does not exceed 15,000 gallons per year.

**Microwinery.** A facility at which wine is produced on premises, and is packaged or bottled for retail sale and/or consumption on the premises, and which may be sold or distributed for sale and/or consumption off the premises, and for which the volume produced does not exceed 2,000 barrels per year. The facility may or may not have its own on-site vineyard, and may source all or some of its grapes necessary for production from an off-site location.

SECTION 2. Parkville Municipal Code Title IV, Chapter 470, Section 470.040, *Conditional Uses Enumerated*, subsection A is hereby amended to add a new subsection 26 as follows:

26. Microbreweries, microdistilleries, and microwineries as defined in Section 400.030.
- a. Microbreweries, microdistilleries, and microwineries may be allowed as a conditional use in “OTD” Old Town District, “B-1” Neighborhood Business District, “B-2” General Business District, “B-4” Planned Business District, “I-1” Light Industrial District, and “I-2” Light Industrial District, all subject to applicable regulations contained in their respective chapters and the requirements contained herein.
  - b. Retail sales, restaurant, tasting room, pub, outdoor service areas, live entertainment, tours and similar may be permitted as accessory uses in accordance with licensing and zoning restrictions and requirements contained herein.
  - c. As each location is uniquely suited for such usages, additional restrictions and conditions may be required on a case by case basis. Heightened restrictions may be imposed when adjacent to residential areas.
  - d. A site plan, meeting the requirements of Chapter 478, shall be submitted with any application for a conditional use permit. In addition to the requirements of Section 478.060, the site plan shall include details regarding any accessory uses, delivery, distribution, and any outdoor storage.
  - e. With the submittal of the site plan, details of the brewing, distilling or wine-making process and any byproducts or wastes created shall be submitted so the impacts to the sewer system can be assessed. Processes or equipment to remove or treat byproducts or wastes, regulate temperature, or other solutions may be required as a condition of conditional use permit approval.
  - f. The manufacturing process shall not produce adverse odors, dust, vibration, noise, or other external impacts that cause a significant disturbance beyond the property lines of the subject property.
  - g. When permitted in “OTD” Old Town District, “B-1” Neighborhood Business District, “B-2” General Business District, or “B-4” Planned Business District, the following conditions shall apply:
    - 1) With the intention of promoting retail sales, the applicant shall be required to supply a business plan detailing a proposed timeline for construction, renovation, production, operation, and sales. The proposed business plan will state a start date for on-site retail sales and consumption of the product manufactured on site. Unless otherwise approved, retail sale of the product shall be required within twelve (12) months of approval of the conditional use permit.
    - 2) Unless otherwise approved as part of the conditional use permit, a minimum of 25% of the product must be sold on-site at retail directly to the consumer for consumption on- or off-site. If to be consumed off-site, the product must be in the

original packaging, or other packaging as may be permitted under the required liquor licenses. Accessory retail sales of related items are permitted and encouraged.

- 3) Due to appearance and public health concerns, outdoor storage is prohibited, unless expressly allowed as part of an approved site plan.
- 4) Total indoor floor area of the facility, including production and retail areas, shall not exceed 8,000 sq. ft.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

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

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Mayor Nanette K. Johnston

ATTESTED:

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City Clerk Melissa McChesney

## Staff Analysis

- Agenda Item:           **4.A**
- Proposal:               Application for a text amendment to Chapter 400 “General Provisions” and Chapter 470 “Supplementary Use Regulations–Conditional Uses” to allow microbreweries, microdistilleries, and microwineries.
- Case No:                PZ15-33
- Applicant:             City of Parkville
- Exhibits:              A. Research memo, *Brewery Regulations and Zoning*, dated September 15, 2015 (3 pages)  
                              B. *Microbrewery, Microdistillery, & Microwinery Examples in the Kansas City Metro*, dated November 5, 2015 (5 pages)  
                              C. March 2014 American Planning Association, *Zoning Practice*, Issue #3, *Microbreweries* (8 pages).
- By Reference:\*        A. April 2014 American Planning Association Planning Advisory Service Packet, EIP-34, *Zoning for Micro-Alcohol Production* (123 pages)  
                              B. October 19, 2015 minutes of the special Planning and Zoning Commission meeting  
                              C. Parkville Zoning Code - <http://www.ecode360.com/PA3395-DIV-05>  
                              D. Parkville Master Plan - <http://parkvillemo.gov/departments/community-development-department/master-plan/>  
                              E. Hearing notice published in the Platte County Landmark  
                              F. Summary of hearing posted on the City webpage - <http://parkvillemo.gov/wp-content/uploads/2014/03/PZ15-33-Microbrewery-Text-Amendment-Web-Packet.pdf>  
                              G. Hearing announcement posted on the City webpage - <http://parkvillemo.gov/public-hearings/>

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

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### Overview

Over the past few years, the City has received inquiries regarding the possibility of opening microbreweries and microwineries in Parkville. The City currently allows “microbrewery or a wine manufacturing business,” but only as an accessory use to a restaurant (the former Power Plant Brewery), or as manufacturing uses in two of the industrial districts. Many communities have historically regulated breweries this way.

With an increased demand for craft beer, microbreweries have flourished throughout the country, including within the Kansas City metro. Unlike many brew pubs popular in Kansas City in the 1990s and early 2000s, these small breweries often focus on quality craft beer, with less emphasis on restaurant services. These microbreweries are also becoming catalysts to retail and tourism activities and are increasingly locating in downtowns, industrial areas, and other more urban settings. The typical microbrewery (as well as microdistillery and microwinery) may offer tours of their production areas, tasting rooms, and products for on-site retail sales. As the

market for craft beer, wines and distilled alcohol has grown and the land use has become more popular, a large number of communities have addressed this activity in their zoning ordinances. Generally, these operations have been seen as appropriate for commercial and mixed use districts (in addition to the traditional industrial districts), particularly in association with other retail, eating, and drinking establishments.

During recent meetings with downtown property and business owners, staff discussed the potential for microbreweries in downtown and found strong support for those that include a retail component. Attached is a memo dated September 15, 2015, evaluating examples from other area communities and a potential text amendment to allow microbreweries in Parkville. Staff presented this research to the Planning Commission at their October 19, 2015 special meeting. Response from the Planning and Zoning Commissioners present was largely positive. Although no action was taken, those present gave direction to expand the draft amendment to include microdistilleries and microwineries which could also be suitable attractions.

In response to feedback and direction received, additional research has been undertaken regarding microdistilleries and microwineries. Like microbreweries, these uses are very similar in function and they have also begun to experience a renaissance both nationally and within the Kansas City metro. Language has been included in the proposed text amendment to allow for microdistilleries and microwineries as a conditional use like microbreweries.

Additional feedback from the October 19, 2015 meeting raised questions about potential parking and delivery issues, as well as the extent of on-site sales that should be required, particularly for those blocks on Main Street where ground-floor spaces are restricted to retail uses. Staff has researched both of these issues further and redrafted the appropriate sections as necessary to address them. Any concerns about parking and delivery should be allayed by existing regulations already found in the zoning code, as well as the requirement for a site plan to be submitted that meets the requirements of Chapter 478. Further, a business plan is required to be submitted with the conditional use permit application. Among other consideration, the plan must address parking and delivery.

Concerns about retail sales requirements have been addressed by rewriting the relevant sections. Previous drafts encouraged retail sales in commercial districts by capping the amount that could be sold via wholesale at 50%. Further consideration has led staff to redraft this to eliminate this 50% cap and instead put in place a requirement that at least 25% of the product must be sold on-site at retail directly to the consumer for consumption on- or off-site. This language is intended to allow on-site consumption as well as purchase of beer in the original packaging (cans and bottles) or in temporary to-go packaging like growlers (typically 64 oz. jugs, but may range from 32 oz. to 1 gallon containers).

It should be noted that, as drafted, the text amendment would not apply to Parkville's existing distillery. The distillery is located in the Park University Underground which is zoned "U-1" Underground District. This district is unique in that many impacts typical to surface uses are not factors. Appearance, materials, open storage and other factors that require great consideration for above-ground uses are minimal factors in the undergrounds. For that reason staff does not recommend requiring a conditional use permit for these new categories when located in the U-1 district. If the amendment is modified to include the U-1 district, the existing distillery would become a legal, non-conforming use allowing it to operate as previously approved. However, any changes would require compliance with the new regulations, including approval of a conditional use permit.

The proposed amendments have been reviewed by the City Attorney. The City Clerk has also reviewed the amendments with the State Liquor Control staff to ensure compliance with state liquor laws and other statutes. Comments and suggestions by both have been incorporated into the final proposed language.

### **Summary of Proposed Text Amendments**

In response to research and input from the Planning and Zoning Commission, text amendments have been drafted that would add microbreweries, microdistilleries, and microwineries to the definitions section under Chapter 400, *General Provisions*, and add each as permitted conditional uses under Chapter 470, *Supplementary Use Regulations*. As part of the definitions, the scope of the use as well as the limit on volume of production is defined for each. The newly proposed Section 470.040, subsection 26, sets out more specific conditions for the uses. These include the requirement for on-site retail sales in certain districts, limitations on the square footage of the facility, and an enumeration of which zones the use may be conditionally permitted in.

These amendments are intended to signal Parkville's openness to microbreweries, microdistilleries, and microwineries, subject to certain conditions designed to ensure compatibility with other existing uses. The subject of micro-alcohol production may be revisited in the process of the ongoing comprehensive zoning code update that is expected to be completed sometime in 2016.

### **Proposed Text Amendments**

Following is the proposed text to be added.

#### *400.030 Definitions*

**Microbrewery.** A facility at which beer or similar beverage is brewed and fermented on the premises, and is kegged, canned, or bottled for retail sale and/or consumption on the premises, and which may be sold or distributed for sale and/or consumption off the premises, and for which the volume of production does not exceed 10,000 barrels per year.

**Microdistillery.** A facility, other than a microbrewery or microwinery, at which alcohol is distilled or manufactured on the premises, and is bottled, packaged or otherwise prepared for retail sale and/or consumption on the premises, and which may be sold or distributed for sale and/or consumption off the premises, and for which the volume of production does not exceed 15,000 gallons per year.

**Microwinery.** A facility at which wine is produced on premises, and is packaged or bottled for retail sale and/or consumption on the premises, and which may be sold or distributed for sale and/or consumption off the premises, and for which the volume produced does not exceed 2,000 barrels per year. The facility may or may not have its own on-site vineyard, and may source all or some of its grapes necessary for production from an off-site location.

#### *470.040 Conditional Uses Enumerated*

26. Microbreweries, Microdistilleries, and Microwineries as defined in Section 400.030.
  - a. Microbreweries, microdistilleries, and microwineries may be allowed as a conditional use in "OTD" Old Town District, "B-1" Neighborhood Business District, "B-2" General Business District, "B-4" Planned Business District, "I-1" Light Industrial District, and "I-2" Light Industrial District, all subject to applicable regulations contained in their respective chapters and the requirements contained herein.

- b. Retail sales, restaurant, tasting room, pub, outdoor service areas, live entertainment, tours and similar may be permitted as accessory uses in accordance with licensing and zoning restrictions and requirements contained herein.
- c. As each location is uniquely suited for such usages, additional restrictions and conditions may be required on a case by case basis. Heightened restrictions may be imposed when adjacent to residential areas.
- d. A site plan, meeting the requirements of Chapter 478, shall be submitted with any application for a conditional use permit. In addition to the requirements of Section 478.060, the site plan shall include details regarding any accessory uses, delivery, distribution, and any outdoor storage.
- e. With the submittal of the site plan, details of the brewing, distilling or wine-making process and any byproducts or wastes created shall be submitted so the impacts to the sewer system can be assessed. Processes or equipment to remove or treat byproducts or wastes, regulate temperature, or other solutions may be required as a condition of conditional use permit approval.
- f. The manufacturing process shall not produce adverse odors, dust, vibration, noise, or other external impacts that cause a significant disturbance beyond the property lines of the subject property.
- g. When permitted in “OTD” Old Town District, “B-1” Neighborhood Business District, “B-2” General Business District, or “B-4” Planned Business District, the following conditions shall apply:
  - 1) With the intention of promoting retail sales, the applicant shall be required to supply a business plan detailing a proposed timeline for construction, renovation, production, operation, and sales. The proposed business plan will state a start date for on-site retail sales and consumption of the product manufactured on site. Unless otherwise approved, retail sale of the product shall be required within twelve (12) months of approval of the conditional use permit.
  - 2) Unless otherwise approved as part of the conditional use permit, a minimum of 25% of the product must be sold on-site at retail directly to the consumer for consumption on- or off-site. If to be consumed off-site, the product must be in the original packaging, or other packaging as may be permitted under the required liquor licenses. Accessory retail sales of related items are permitted and encouraged.
  - 3) Due to appearance and public health concerns, outdoor storage is prohibited, unless expressly allowed as part of an approved site plan.
  - 4) Total indoor floor area of the facility, including production and retail areas, shall not exceed 8,000 sq. ft.

### **Staff Conclusion and Recommendation**

Staff concludes that the proposed amendment provides an avenue for these uses to be implemented in Parkville while providing adequate restrictions on their size, scope, and impacts. Staff also concludes that the proposed text amendment is consistent with the Parkville Master Plan. Staff recommends adoption of the proposed text amendment.

It should be noted that the recommendation contained in this report is made without the benefit of being able to consider testimony and exhibits presented during the public hearing. Staff reserves the right to modify or confirm the conclusions and recommendations herein based on consideration of any additional information that may be presented.

### **Necessary Action**

Following consideration of the proposed text amendment, associated exhibits, and any testimony presented during the public hearing the Planning and Zoning Commission, must recommend approval or denial to the Board of Aldermen, unless action is otherwise postponed. Unless postponed or withdrawn by the applicant, the Board of Aldermen will consider final

action on the application at their regularly scheduled meeting on Tuesday, November 17, 2015 at 7:00 p.m.

*End of Memorandum*

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Zach Tusinger  
Planning Intern

11-5-15  
Date

To: Sean Ackerson  
From: Zach Tusinger  
Date: September 15, 2015 and last revised November 5, 2015  
Re: Brewery Regulations and Zoning

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**Issue:** The City of Parkville has received inquiries about the possibility of amending zoning regulations to allow microbreweries to operate in Parkville. While the greatest interest has been directed at Downtown Parkville, interest has also been expressed in other commercial locations throughout Parkville. As such, it is appropriate to consider how such an amendment might pertain to Parkville as a whole.

**Other municipalities:** As microbreweries have proliferated over the last decade cities have increasingly amended their zoning codes to allow small microbreweries to operate in areas not traditionally intended for manufacturing uses.

The City of Weston specifically allows microbreweries in their downtown Historic District. The city's zoning code specifically allows licensed microbreweries that do not produce more than 10,000 barrels per year. Other cities still limit microbreweries to areas zoned industrial (but particularly in larger cities, industrial areas often blend and merge right into commercial areas). Kansas City has recently adopted regulations for 'artisanal manufacturing' and expanded the areas where such manufacturing is a permitted or allowed by special use. Some just consider this a form of manufacturing and require a conditional use permit.

#### **St. Louis, MO**

##### **14.07.060 - Microbrewery license.**

A. A microbrewery license shall authorize the licensee to manufacture beer and malt liquor in quantities not to exceed ten thousand barrels per annum. The fee for such license shall be three hundred seventy-five dollars (\$375.00) annually.

B. Notwithstanding any other provision of this chapter or title to the contrary, the holder of a microbrewery license may apply for a drink license and the Excise Commissioner may authorize issuance of, and the License Collector may issue, a drink license to the holder of the microbrewery license. A drink license may only be issued to a holder of a microbrewery license for the same premises for which the microbrewery license is issued. The provisions of this section shall apply to applications for issuance, renewal and protest of retail liquor licenses for premises licensed as a microbrewery.

C. The holder of a microbrewer's license may also sell beer and malt liquor produced on the brewery premises to duly licensed wholesalers. However, holders of a micro brewer's license shall not, under any circumstances, directly or indirectly, have any financial interest in any wholesaler's business.

(Ord. No. 68536, § 8, 12-15-2009.)

#### **Weston, MO**

##### **405.140.B – "H-1" Historic District Permitted Uses**

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

## **Kansas City, MO**

### **88-318-01 ARTISANAL MANUFACTURING STANDARDS**

The use standards of this section apply to artisanal food and beverage manufacturing including, but not limited to, production of beer, wine, coffee, bakery goods or similar products, as well as to catering establishments.

**88-318-01-A.** Retail sales of the product manufactured on-site are allowed. If to be consumed off-site, the product must be in the original packaging. The product may also be sold and served on-site, and accessory retail sales of related items are permitted.

**88-318-01-B.** Total floor area of the establishment, including production and retail areas, shall not exceed 5,000 sq. ft.

**88-318-01-C.** No more than 50% of the product may be manufactured for sale to a wholesaler, and at least 50% of the product must be sold for retail use, to be consumed either on- or off-site.

**88-318-01-D.** All equipment used in the production and all products manufactured must be located within the principal building.

**88-318-01-E.** The manufacturing process shall not produce odors, dust, vibration, noise, or other external impacts that are detectable beyond the property lines of the subject property.

## **Springfield, MO**

### **36-424 "CC" Center City District**

(3) Conditional Use Manufacturing and Production

### **36-425 "COM" Commercial Street District**

(2)(a) Taverns are permitted use

(3) Conditional Use Manufacturing and Production

# Microbrewery, Microdistillery, & Microwinery

## Examples in the Kansas City Metro

Prepared by Zach Tusinger  
November 5, 2015



Stockyard Brewing, opening Fall/Winter 2015 in the former Golden Ox in the West Bottoms.



Cinder Block Brewery in North Kansas City opened in 2013. Current brewing capacity is 1000bb/yr.



KC Bier Company, opened in 2013 in the Waldo area of Kansas City. Approximate brewing capacity is 1000bbl/yr.



Border Brewing Company opened, 2014 in the Crossroads area of Kansas City. Current capacity is approximately 300 bbl/yr.



Torn Label Brewing Company opened in January 2015 in Kansas City's Crossroads district. Production capacity is 2,500 bbl/yr.



Double Shift Brewing Company opened spring 2015 in Kansas City's Crossroads district with a current capacity to brew 250 bbl/yr and plans to expand to 1000 bbl/yr.



Dark Horse Distillery in Lenexa, KS was established in 2010. Capacity is approximately 12,500 gal/yr.



J. Riegler & Co. Distillery, reestablished in 2014 in the historic Heim Brewery building in Kansas City's East Bottoms.



The Amigoni Urban Winery in Kansas City's West Bottoms.

# ZONING PRACTICE

MARCH 2014



AMERICAN PLANNING ASSOCIATION

➔ ISSUE NUMBER 3

## PRACTICE MICROBREWERIES



# 3

# Zoning for Small-Scale Alcohol Production: Making Space for Brewpubs, Microbreweries, Microwineries, and Microdistilleries

By David M. Morley, AICP

In communities across the country, beer titans like St. Louis-based Anheuser-Busch and Chicago-based MillerCoors are facing stiff competition from a host of locally owned and operated craft breweries.



➡ The number of brewers is higher today than at any point during the 20th century.

Brewers Association, Boulder, Colorado

Meanwhile, there is parallel growth in craft distilleries and small-volume wineries. While renewed interest in small-scale alcohol production is just one facet of the buy-local movement, it has special relevance for planning and zoning practitioners.

Historically, few communities have used zoning to draw distinctions between alcohol production facilities of different types and sizes. More recently, though, numerous localities have added provisions to their zoning codes that acknowledge the variety of alcohol producers. The primary motivation for these regulatory changes is a desire to make space for smaller producers to operate outside of industrial districts.

The two most common small-scale alcohol production uses to receive special zoning attention are brewpubs (restaurants combined with breweries) and microbreweries (small-volume brewers with or without on-site sales). But references to microdistilleries (small-volume distilleries with or without on-site sales) and

microwineries (small-volume wineries without on-site vineyards) are also on the rise.

The purposes of this article are to highlight why the growth in small-scale alcohol production may merit zoning changes and to summarize how communities have amended their codes to add definitions, use permissions, and, in some cases, additional standards to sanction brewpubs and microproducers.

### THE BOOM IN SMALL-SCALE ALCOHOL PRODUCTION

According to the Brewers Association, the trade group for small brewers, as of June 2013 there were 1,165 brewpubs and 1,221 microbreweries in the United States. By way of comparison, in the late 1970s there were only 89 commercial brewers of any type (Brewers Association 2013). This boom in small-scale production has spread to spirits and wine too. In April 2012 *Time* reported a 400 percent surge in microdistilleries in the U.S. between 2005 and 2012 (Steinmetz 2012). And according to statistics maintained by trade

publisher *Wines & Vines*, the number of wineries producing between 1,000 and 5,000 cases per year grew 16.5 percent between August 2011 and January 2014 alone.

These trends have significant economic development implications for localities across the country. In addition to satisfying demand for locally produced beer, wine, and spirits, microproducers often distribute their product regionally or nationally, bringing new money into their host communities. Furthermore, successful brewpubs and microproducers can help enliven commercial and mixed use districts that would otherwise clear out after conventional retail and office hours. It's no surprise, then, that some communities are actively trying to lure high-profile microbreweries from other states (McConnell 2012).

### THE TROUBLE WITH REGULATORY SILENCE

Despite the explosive growth in brewpubs and microproducers, surprisingly few communities explicitly sanction small-scale alcohol pro-

## ASK THE AUTHOR JOIN US ONLINE!

Go online during the month of March to participate in our “Ask the Author” forum, an interactive feature of Zoning Practice. David Morley, AICP, will be available to answer questions about this article. Go to the Zoning Practice section of the APA website at [www.planning.org/zoningpractice](http://www.planning.org/zoningpractice) and follow the links to the Ask the Author discussion board. From there, just submit your questions about the article to the active forum. After each forum closes at the end of the month, the archived questions and answers will be available through the Ask the Author discussion board.

### About the Author

David Morley, AICP, is a senior research associate with the American Planning Association, as well as APA’s Planning Advisory Service (PAS) coordinator and coeditor of Zoning Practice. Since 2007 he has contributed to APA research projects on topics including brownfields redevelopment, complete streets, urban agriculture, shrinking cities, solar energy, and disaster recovery. Apart from his contributions to research projects and APA publications, Morley provides customized research on a daily basis for PAS subscribers.

duction facilities through their zoning codes. Without clear definitions and use permissions, planning staff or public officials are forced to make ad hoc use interpretations that can delay or even prevent otherwise desirable development. This regulatory silence creates uncertainty for business owners looking to make location decisions and secure financing, and it may have the effect of scaring away potential applicants. Finally, explicit definitions, use permissions, and use-specific standards allow communities to proactively address the potential negative effects of brewpubs and microproducers on surrounding areas, thereby minimizing future conflicts with neighbors.

### DEFINING USES

Clear zoning standards for small-scale alcohol production facilities begin with clear use definitions.

Generally speaking, there are two basic schools of thought about defining uses in zoning codes. Some communities try to define every conceivable potential use, while others rely on use groups (or categories) with similar operational requirements and attendant community effects.

The first method can bring clarity and avoid some legal disputes over specific uses, but it may create unnecessarily complex regulations. The second method is part of larger trend away from proscriptive use regulations, as many communities focus more on a prescriptive approach to the form of development. In practice, most conventional new zoning codes use a hybrid of these approaches, with broad use categories, such as household living or general retail, and specific use definitions for a small subset of higher-impact or more contentious uses under each category.

Mirroring this broader conversation about the best approach to classifying and defining uses, communities that have added specific definitions for small-scale alcohol production facilities to their zoning codes generally take one of two approaches. Either they define brewpubs, microbreweries, microdistilleries, and microwineries as distinct uses, or they define an umbrella term that encompasses multiple types of production facilities.

Communities that define microbreweries, microdistilleries, or microwineries as distinct uses often rely on a production volume threshold to distinguish between the “micro” and “conventional” version of a particular use. For microbreweries, 15,000 barrels per year is a common threshold, which corresponds to the American Brewers Association’s defined limit for a microbrewery. Given that there are no corresponding industry definitions for microdistillery and microwinery, it is perhaps unsurprising that thresholds for these uses seem to vary more from place to place.

When communities define brewpubs as a distinct use, the intent is usually to distinguish between accessory- and primary-use brewing facilities. Most communities stipulate that beer production in a brewpub must be accessory to a bar or restaurant, and many cap the volume of beer produced annually (usually less than 15,000 barrels). Furthermore, some jurisdictions quantify this subordinate relationship by limiting the percentage of floor area or sales attributable to the brewery component of the business.

Definitions for brewpubs, microbreweries, microdistilleries, and microwineries often include an acknowledgment that the alcohol produced will be consumed both on- and off-site. For “micro” facilities, the presumption is typically that on-site consumption will be



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➔ Since 2008 the federally landmarked G.G. Gerber building in Portland, Oregon’s Pearl District has housed a brewpub.

## Examples of Use Definitions

### Brewpub:

- A retail establishment that manufactures not more than 9,000 barrels of malt liquor on its licensed premises each calendar year. (Aurora, Colorado)
- A restaurant-brewery that sells 25 percent or more of its beer on-site. The beer is brewed primarily for sale in the restaurant and bar. The beer is often dispensed directly from the brewery's storage tanks. Where allowed by law, brewpubs often sell beer "to go" or distribute to off-site accounts. (Brewers Association)

A restaurant with facilities for the brewing of beer for on-site consumption and retail sale at the restaurant. A brewpub must derive at least 40 percent of its gross revenue from the sale of food. (Goodyear, Arizona)

- A restaurant featuring beer that is brewed on-site. (Memphis-Shelby County, Tennessee)
- A restaurant that brews beer as an accessory use, either for consumption on-site or in hand-capped, sealed containers in quantities up to one-half barrel sold directly to the consumer. Production capacity is limited to 5,000 barrels of beverage (all beverages combined) per year. The area used for brewing, bottling, and kegging shall not exceed 30 percent of the total floor area of the commercial space. A barrel is equivalent to 31 gallons. (Plainfield, Illinois)

### Microbrewery:

- A small facility for the brewing of beer that produces less than 15,000 barrels per year. It may often include a tasting room and retail space to sell the beer to patrons on the site. (Asheville, North Carolina)
- Any establishment where malt liquors are manufactured and packaged on- or off-premises, manufacturing more than 9,000 but less than 60,000 barrels of malt liquor on its licensed premises each calendar year. (Aurora, Colorado)
- A brewery that produces less than 15,000 barrels of beer per year with 75 percent or more of its beer sold off-site. Microbreweries sell to the public by one or more of the following methods: the traditional three-tier system (brewer to wholesaler to retailer to consumer); the two-tier system (brewer acting as wholesaler to retailer to consumer); and, directly to the consumer through carryouts or on-site taproom or restaurant sales. (Brewers Association)
- A brewery (for malt beverages) that has an annual nationwide production of not less than 100 barrels or more than 10,000 barrels. (Missoula, Montana)
- The production of beer, regardless of the percentage of alcohol by volume, in quantities not to exceed 5,000 barrels per month, with a barrel containing 31 U.S. liquid gallons. (Nashville-Davidson, Tennessee)

### Nanobrewery:

- The production of beer, regardless of the percentage of alcohol by volume, in quantities not to exceed 1,250 barrels per month. (Nashville-Davidson, Tennessee)

### Microdistillery:

- A combination retail, wholesale, and small-scale artisan manufacturing business that produces and serves alcoholic spirits or food on the premises. (Port Townsend, Washington)
- A facility that produces no more than 15,000 gallons per year of spirituous beverages on-site and shall include a tasting room in which guests/customers may sample the product. (Fort Collins, Colorado)
- A facility that produces alcoholic beverages in quantities not to exceed 35,000 gallons per year and includes an accessory tasting room. A tasting room allows customers to taste samples of products manufactured on-site and purchase related sales items. Sales of alcohols manufactured outside the facility are prohibited. (Evanston, Illinois)

*(continued on page 5)*

subordinate to off-site consumption. For brewpubs, the opposite is true.

Communities that define an umbrella term for multiple "micro" facilities tend to stress spatial or operational features over production volume limits. In some instances this means a square footage limit on facility size or the proportion of a facility that can be used for alcohol production. In other instances, there are no defined size limits, and the use definition simply describes a set of operational characteristics (e.g., alcohol production and sales for on- and off-site consumption).

### USE PERMISSIONS

Defining and regulating small-scale alcohol production facilities allows communities to permit small breweries, distilleries, and wineries in locations that would be inappropriate for conventional, large-scale facilities. Typically, this translates to permitting brewpubs, microbreweries, microdistilleries, and microwineries in one or more commercial or mixed use districts, either by right, with ministerial approval, or subject to a discretionary use permit.

Permitting a use by right sends a clear signal to potential developers and business owners that the use is desirable in a certain zoning district. This approach presents applicants with the fewest hoops to jump through before obtaining zoning approval, but it is important to note that most small-scale production facilities will still be subject to state or local licensing or permitting laws that govern the production or sale of alcoholic beverages.

Requiring a ministerial approval for a use communicates that the community is generally supportive of the use in a certain zoning district, but this support is conditional upon compliance with objective standards intended to minimize negative impacts on proximate uses. This approach gives planning staff an opportunity to review an application before the planning director or zoning administrator issues an "over-the-counter" permit. Often, communities use ministerial approval processes to confirm that a particular application conforms to use-specific standards (see additional standards discussion below).

Permitting a use subject to a discretionary use permit (often referred to as a conditional, special, or special exception use permit) indicates that the community is potentially supportive of the use in a certain zoning district, provided the specific spatial and operational characteristics of the use do not pose compatibility problems. Discretion-

ary approval processes involve one or more public hearings before the local legislative body, planning commission, or zoning board renders a final decision on an application. Because the longer approval time frame and a greater degree of uncertainty can discourage some applicants, it is important for communities to reserve discretionary use permissions for locations or circumstances where objective standards are likely to be insufficient to ensure compatibility.

Since a brewpub typically has more in common with a restaurant than a factory, many communities permit brewpubs either by right or with ministerial approval in a wide range of commercial and mixed use districts. Meanwhile, use permissions for microbreweries, microdistilleries, and microwineries vary considerably from place to place. With that said, though, many cities do permit microproduction facilities either by right or with ministerial approval in at least one commercial or mixed use district. Furthermore, it is relatively common to permit microbreweries, microdistilleries, or microwineries by right in more intense commercial or mixed use districts and subject to a discretionary use permit in less intense districts. (See the table on page 6.)

#### ADDITIONAL STANDARDS

Many contemporary zoning codes limit use permissions with use-specific development or operational standards. By codifying additional standards for specific uses, the community can permit a wider range of uses without relying on discretionary use permits to ensure compatibility. In some cases, use-specific standards apply only in certain zoning districts, while in other cases the standards apply community-wide.

So far, relatively few communities have adopted additional development or operational standards for small-scale alcohol production facilities. Among those that have, the most common provisions relate to outdoor storage, the size of the facility or volume of production, loading and unloading, and proximity either to sensitive uses or to other similar producers.

#### Outdoor Storage

Perhaps the most prevalent type of additional standards for brewpubs and microproducers are screening requirements or limitations on the amount of space business owners can use to store equipment, production waste, or product. In some cases these standards take

#### Use Definitions *(continued from page 4)*

- Any place or premises wherein any wines or liquors are manufactured for sale, not to exceed 5,000 gallons per year, generally referred to as a craft, boutique, or artisan distillery. Microdistilleries may or may not include an on-site tasting room, and may or may not operate in conjunction with an on-site restaurant or bar. For operation of an on-site tasting room or in conjunction with an on-site restaurant or bar additional permitting may be required. All relevant federal, state, and local regulations apply, including but not limited to TCA Title 57 and Memphis Code of Ordinances Title 7. For on-site sales by manufacturer compliance with TCA 57-3-204 applies. (Memphis-Shelby County, Tennessee)

#### Microwinery:

- A combination retail, wholesale, and small-scale artisan manufacturing business that produces and serves wine and food on the premises. (Port Townsend, Washington)
- A facility that produces no more than 100,000 gallons per year of vinous beverages on-site and shall include a tasting room in which guests/customers may sample the product. (Fort Collins, Colorado)
- A small wine producer that does not have its own vineyard, and instead sources its grape production from outside suppliers. Microwineries produce wine for sale on- or off-site. For the purposes of this chapter, a microwinery is limited to a production of no more than 2,000 barrels per year. On-site consumption is not allowed, other than sample tasting by customers shopping on-site. (Glennville, New York)

#### Microbrewery/microdistillery/microwinery:

- A facility with no more than 3,000 square feet of floor area, for the production and packaging of alcoholic beverages for distribution, retail, or wholesale, on- or off-premises and which meets all alcohol beverage control laws and regulations. (Newport News, Virginia)
- An establishment for the manufacture, blending, fermentation, processing, and packaging of alcoholic beverages with a floor area of 10,000 square feet or less that takes place wholly inside a building. A facility that only provides tasting or retail sale of alcoholic beverages is not a microbrewery, microdistillery, or winery use. (Dallas)
- A facility in which beer, wine, or other alcoholic beverages are brewed, fermented, or distilled for distribution and consumption, and which possesses the appropriate license from the State of Maryland. Tasting rooms for the consumption of on-site produced beer, wine, or distilled products are permitted on the premises. (Denton, Maryland)
- An establishment with a primary use as a table service restaurant where beer, liquor, wine, or other alcoholic beverage is manufactured on the premises in a limited quantity subordinate to the primary table service restaurant use. The gross floor area utilized in a microbrewery, microdistillery, or microwinery for the production of beer, liquor, wine, or other alcoholic beverage shall be no greater than the gross floor area utilized for the associated table service restaurant. A microbrewery, microdistillery, or microwinery may include some off-site distribution of its alcoholic beverages consistent with state law. A tasting room or taproom may exist in a microbrewery, microdistillery, or microwinery where patrons may sample the manufacturer's products. (Wooster, Ohio)

the form of an outright prohibition on outdoor storage.

To illustrate, Covington, Kentucky, flatly prohibits all outdoor equipment and storage for brewpubs and microbreweries (§§6.28.02–03). Meanwhile, Dallas permits microbreweries and microdistilleries to store spent grain outside in silos or containers, provided the storage is screened from view (C51A-4.210(b)(4)(E)(ii)(cc)). And Novi, Michigan, prohibits

all outdoor storage for brewpubs and microbreweries, with the exception of storage in tractor trailers for a period less than 24 hours (§§1501.11.b and 1501.12.b).

The two basic rationales for storage restrictions are aesthetics and public health. Outdoor storage can be an uninviting eyesore, especially in pedestrian-oriented areas. And left unattended, production waste may produce foul odors and attract vermin.

**EXAMPLES OF DEFINED USES AND PERMISSIONS**

Community	State	2010 Population	Density (pop./square mile)	Defined Uses	Permitted in One or More Mixed Use or Commercial Districts		
					By Right or Ministerial Approval	Subject to Discretionary Use Permit	Subject to Additional Standards
Asheville	NC	83,393	1,856	microbrewery	X	X	§7-16-1(c)(43)
Bismarck	ND	61,272	1,986	brewpub microbrewery	X	X	§14-03-08.4.u
Bloomington	IN	80,405	3,472	brewpub	X		§20.05.089
Burlington	VT	42,417	4,116	microbrewery	X	X	
Columbia	SC	129,272	978	microbrewery	X		§17-290
Covington	KY	40,640	3,079	brewpub microbrewery microdistillery	X	X	§6.28 §6.28 §6.28
Dallas	TX	1,197,816	3,518	microbrewery/ microdistillery/ winery		X	§51A-4.210(b)(4)
Denton	MD	4,418	837	microbrewery/ microwinery/ microdistillery		X	
Fort Collins	CO	143,986	2,653	microbrewery microdistillery microwinery	X X X	X X X	
Glennville	NY	29,480	580	microbrewery microwinery	X X		
Goodyear	AZ	65,275	341	brewpub microbrewery	X X		§4-2-15 §4-2-16
Memphis-Shelby	TN	646,889	2,053	brew pub microbrewery microdistillery	X X X	X X X	§2.6.3.G §2.6.4.F §2.6.4.F
Missoula	MT	66,788	2,428	microbrewery		X	
Modesto	CA	201,165	5,457	microbrewery	X	X	§10-3.203
Newport News	VA	180,719	2,630	microbrewery/ microdistillery/ microwinery	X		
Novi	MI	55,224	1,825	brewpub microbrewery	X X	X X	§1501.11 §1501.12
Port Townsend	WA	9,113	1,306	microbrewery microdistillery microwinery	X X X	X	
St. Petersburg	FL	244,769	3,964	brewpub microbrewery	X X	X X	§16.50.045 §16.50.045
Wooster	OH	26,119	1,601	microbrewery/ microdistillery/ microwinery	X		

### Facility Size or Volume of Production

Some communities use additional standards to restrict the size of the facility, scale of production, or the relationship between the alcohol production facility and collocated food or beverage service. This is most common in codes where the use definition does not stipulate a specific production limit or the nature of the relationship between primary and accessory uses. However, communities can also use this type of operational standard to modify defined limits or relationships in lower-intensity zoning districts.

For example, Asheville, North Carolina, limits microbreweries to 4,000 square feet of floor area in two specific office districts (§17-16-1(c)(43)a.3). Columbia, South Carolina, limits microbrewery production to 1,000 barrels per year in three lower-intensity commercial and mixed use districts (§17-290(2)). And Novi, Michigan, stipulates that no more than 50 percent of the gross floor space in a brewpub shall be used for brewing (§1501.11.e).

### Loading and Unloading

A few communities have adopted additional standards stipulating the provision or location of loading spaces or prohibiting deliveries during certain hours. Both of these types of delivery restrictions can help brewpubs and microproducers be better neighbors by minimizing traffic congestion or limiting noise during certain times of the day. Still, it's important to note that in some pedestrian-oriented districts it may be infeasible or undesirable to require dedicated loading spaces due to premiums on space or urban design goals.

As one example, Asheville, North Carolina, stipulates that all microbreweries must have an off-street or alley-accessible loading dock (§17-16-1(c)(43)a.4). Meanwhile, St. Petersburg, Florida, discourages microbrewery access and loading from streets and requires any street-facing loading bays to keep their doors closed at all times, except when actively in use. The city also restricts service truck loading and unloading to the hours between 8 a.m. and 8 p.m., Monday through Saturday, and between 11 a.m. and 7 p.m. on Sundays and national holidays (§§16.50.045.4-6).

### Distancing Requirements

A small number of communities have adopted distancing requirements that either limit the proximity of small-scale alcohol production facilities to sensitive uses, such as schools or

churches, or require a minimum separation between similar uses. For the first type of distancing requirement, the rationale is to limit potential spillover effects on properties where children congregate. The rationale for the second type of requirement is to prevent an over-concentration of brewpubs or microproducers in a specific district.

To illustrate, Novi, Michigan, requires microbreweries to be separated from one another by at least 2,500 feet (§1501.12.h). And Bismarck, North Dakota, requires property owner consent as a condition of approval for microbreweries located within 300 feet of a lot line for any school, church, library, or hospital (§14-03-08.4.u.1).

### CONCLUSIONS

When localities choose to define and regulate small-scale alcohol production facilities as one or more distinct uses, it allows them to permit these uses in locations that would be inappropriate for major industrial operations. By doing so, communities can set the stage to capitalize on the economic and placemaking benefits of brewpubs and microproducers.

With that said, the preceding discussion only hints at the variety of approaches localities have taken to regulate brewpubs, microbreweries, microdistilleries, and microwineries. Furthermore, a number of communities with thriving craft brewing and distilling scenes, such as Chicago and Portland, Oregon, have yet to single out small-scale alcohol production facilities for special zoning treatment. Others have made a conscious decision to minimize use-based restrictions in favor

of prescriptive standards for the form of development. However, communities that don't thoughtfully consider regulatory alternatives for brewpubs and microproducers run the risk of being caught "flat-footed" by an application for a new facility that may be beneficial to the community but is inconsistent with current zoning.

Finally, as with any significant potential zoning change, it can be helpful to talk to other communities that have taken a similar approach to see what's working and what might need further attention. And, of course it's always important to review both new provisions and the intent behind those provisions with residents, business owners, and other community stakeholders before recommending or taking action.

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# HOW DOES YOUR ZONING TREAT BREW PUBS, MICROBREWERIES, MICRODISTILLERIES, AND MICROWINERIES?

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