



## **COMMUNITY LAND AND RECREATION BOARD**

Regular Meeting (#16-121) Agenda  
CITY OF PARKVILLE, MISSOURI  
Wednesday, January 13, 2016 7:00 pm  
City Hall Boardroom

### **1. CALL TO ORDER**

#### A. Roll Call

1. Michelle Flamm[ ] Laura Ozenberger[ ] Adam Zink[ ] Neil Davidson[ ]  
Linda Arnold[ ] Phil Wassmer[ ] William Gresham[ ] Susan Robb[ ]  
Bob Stuteville[ ] Marc Sportsman (Liaison) [ ]

### **2. CITIZEN INPUT**

### **3. CONSENT AGENDA**

- A. Approve the minutes for the November 12, 2015 regular meeting.

### **4. ACTION AGENDA**

- A. CLARB 16-121-01: Approve the 2016 Standing Events calendar.
- B. CLARB 16-121-02: Recommend that the Board of Aldermen approve the Platte County Land Trust Memorandum of Understanding (Butterfly Garden)
- C. CLARB 16-121-03: Recommend that the Board of Aldermen approve the PLP Wetlands farming agreement

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

- A. Event Guidelines – proposed updates

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

- A. Administration
  1. Parks Master Plan
  2. February Elections
  3. 2016 CLARB meeting dates
- B. Public Works
  1. Parks Report – November / December
  2. Tree City USA
- C. Nature Sanctuary
  1. New structure
  2. Executive Director update
  3. Interpretive Center

### **7. MISCELLANEOUS ITEMS FROM THE BOARD**

### **8. ADJOURN**



**COMMUNITY LAND AND RECREATION BOARD**

Regular Meeting (#15-119)

**MINUTES**

CITY OF PARKVILLE, MISSOURI

Thursday, November 12, 2015 7:00 pm

City Hall Boardroom

**1. CALL TO ORDER**

The meeting was called to order at 7:00 p.m. Roll was called by Tom Barnard. Members present were: Laura Ozenberger, Adam Zink, Neil Davidson, Phil Wassmer, Susan Robb and Bob Stuteville. Absent with notice were Michelle Flamm, Linda Arnold, William Gresham and Liaison Marc Sportsman. Alysén Abel (Public Works Director), Tom Barnard (Parks Superintendent) and Jan Davis (Public Works Assistant) were present for the City. A quorum was present.

**2. CITIZEN INPUT - None**

**3. CONSENT AGENDA**

A. Approve the minutes for the October 14, 2015 regular meeting.

**ADAM ZINK MOTIONED TO APPROVE THE MINUTES FROM THE OCTOBER 14<sup>H</sup> REGULAR MEETING. NEIL DAVIDSON SECONDED THE MOTION. MOTION APPROVED 6-0.**

**4. ACTION AGENDA**

A. CLARB 15-119-01 Recommend that the Board of Aldermen approve the ELP Restroom/Parks Storage Final Conceptual Design as presented by WSKF Architects.

Barnard introduced John Freshnock (WSKF Architects) who presented final conceptual design drawings and a budget comparison between the budget presented at the last meeting and the current budget. Freshnock detailed that the current design relocated the building due to grades and makes every effort to keep the roof in the event of a 100 year flood event. Two additional feet of grade were added to the restroom building site and the walls were raised to a 10' height. Mechanical, electrical and plumbing consultants also weighed in on this design. The electrical engineer felt that the last electrical budget was low and raising that line item, coupled with aesthetic changes to the building exterior, overran the budget. Abel and Freshnock went through the estimate and value engineered approximately \$36,000 from the budget. The budget has been reduced to \$197,000 and CLARB discussed priorities to be added back to reach a final \$210,000 budget.

**ADAM ZINK MOTIONED TO RECOMMEND THAT THE BOARD OF ALDERMEN APPROVE THE ELP RESTROOM/PARKS STORAGE FINAL CONCEPTUAL DESIGN AS PRESENTED BY WSKF ARCHITECTS WITH THE FOLLOWING ITEMS ADDED TO THE BID DOCUMENTS AS ADD ALTERNATES: 1) DRINKING FOUNTAIN, 2) SINK IN THE WOMEN'S RESTROOM AND 3) HEAT WOMEN'S AND MEN'S RESTROOMS. PHIL WASSMER SECONDED THE MOTION. MOTION APPROVED 6-0.**

B. CLARB 15-119-02 Recommend that the Board of Aldermen approve the Outreach Grant.

Staff recommended applying for an Outreach Grant for four projects: 1) purchase two zero-turn mowers for the Parks Division, 2) widen the existing trail around Grigsby Field, 3) add a dog park shade awning and 4) funding for the Parks storage building. The 2016 budget has funds for the

purchase of one zero turn mower, with a second purchase in 2017. Two are currently needed. The City has no matching funds for the shade structure which is a requirement of the grant. CLARB discussed priority items for the grant application.

**ADAM ZINK MOTIONED TO RECOMMEND THAT THE BOARD OF ALDERMEN APPROVE THE OUTREACH GRANT FOR 1) PARKS STORAGE BUILDING, FENCING, GRAVEL DRIVE, AND LANDSCAPING, 2) TRAIL UPGRADE AROUND GRIGSBY FIELD WITH THE CONVERSION OF HARD SURFACE TO CHAT, ADDITION OF A TRAIL WITHIN THE LARGE DOG PARK WITH MATCHING STAFF LABOR AND MILE MARKERS. PHIL WASSMER SECONDED THE MOTION. MOTION APPROVED 6-0.**

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

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

### **A. Parks**

#### **1. Park Update:**

A. Spirit Fountain Pump. The Spirit Fountain pump gave out, was removed and taken to FTC who estimated replacement cost at \$2,200. That cost has been included in 2016 budget.

#### **B. Events update:**

1. Christmas on the River – 11/20

2. Turkey Trot – 11/24

3. Hillcrest kickball tournament – 11/21

4. KC Metro 02 fun walk – 11/14

5. Santa's workshop, 11/20 until Christmas.

C. Standing events. 2016 event calendar was presented with standing event dates along with smaller repeat events who have requested dates as well.

D. Park electrical pedestals were vandalized and the Park received wind damage from a recent storm resulting in the loss of a large maple tree behind the east shelter and several silver maples.

E. All Ash trees have been removed from the parking lot along East and McAfee except for the trees that parallel S. Main St, where the electric pedestals are located.

#### **2. Public Works:**

A. FEMA grant update. Staff submitted the application for the low water crossing. FEMA has responded that it is taking the application to the next level.

B. McKeon tree stump voting results. The bald eagle received the most votes, staff has received contractor pricing, and is in the process of preparing contracts.

C. The next CLARB meeting is tentatively scheduled for 12/9.

## **7. MISCELLANEOUS ITEMS FROM THE BOARD**

A. Ozenberger asked the status of the water hydrants in Platte Landing Park. Barnard had asked the manufacturer for warranty help or replacement, but the one year warranty has passed. He would like to consider replacing the hydrants with something similar to what is used in English Landing Park, which is readily available, less expensive, and easier to maintain.

B. CLARB discussed Wetlands farming. Brian Kringle (farmer currently farming acreage by the Wastewater Treatment plant) sold the property to Platte County that is now Platte

Landing Park. Based on his relationship to the property, staff reached out to him first to request a proposal for the farming of the wetland area. An RFP and farming agreement were prepared and will be sent to Kringle for his response.

8. **ADJOURN**

**NEIL DAVIDSON MADE A MOTION TO ADJOURN AT 8:36 P.M. PHIL WASSMER SECONDED THE MOTION. MOTION APPROVED 6-0.**

## CITY OF PARKVILLE Policy Report

Date: Wednesday, January 6, 2016

Prepared By:  
Tim Blakeslee  
Assistant to the City Administrator

Reviewed By:  
Alysen Abel  
Public Works Director

ISSUE:  
Approve the 2016 standing events calendar.

BACKGROUND:

The guidelines for events in Parkville dictate that certain events have been granted permanent “standing” reservations with first right of refusal for specific dates. A “standing event” is reserved for an event with a long history of success, consistently well planned and organized, and with wide community engagement. These events are added at the discretion of the Community Land and Recreation Board (CLARB). Standing event organizers must notify the City of their specific event date by February 1 each year to secure the date for the coming year. Other events are not allowed during the dates reserved for these events. This year River Jam was removed from the list after staff consulted with event organizers who decided they were not going to hold the event this year.

Standing events must comply with the event guidelines and must complete a Special Event Application as a requirement in order to maintain their permanent reservation timeframe. All applicable due dates and deadlines still apply to standing events.

2016 Standing Events Dates:

Parkville Microbrew Fest	April 30 <sup>th</sup>
4th of July Celebration	July 1st to 4 <sup>th</sup>
Parkville Days	Aug 19 <sup>th</sup> to 21 <sup>st</sup>
Christmas on the River	Nov 18 <sup>th</sup>
Turkey Trot	Nov 24 <sup>th</sup>

BUDGET IMPACT:

There is no direct budget impact associated with approval the 2016 standing events calendar.

ALTERNATIVES:

1. Approve the 2016 standing events calendar.
2. Approve a portion of the 2016 standing events calendar and provide alternative direction to staff on the proposed changes.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval the 2016 standing events calendar.

POLICY:

Section 150.050.E. gives CLARB authority for event approvals occurring on community public right-of-way and park land.

SUGGESTED MOTION:

I move to recommend approval of the 2016 standing events calendar.

## **CITY OF PARKVILLE Policy Report**

Date: January 6, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Tim Blakeslee  
Assistant to the City Administrator

ISSUE:

Authorize staff to negotiate a memorandum of understanding with the Platte County Land Trust for the maintenance of a Butterfly Garden.

BACKGROUND:

Through an existing cooperative agreement between the City, Platte County, and MoDOT, the Parks staff currently maintains portions of the right-of-way along Highway 45 (64<sup>th</sup> Street). In 2015, the Platte County Land Trust applied for and received an Outreach Grant from the Platte County Parks and Recreation. The basic scope of their proposal was to enhance small areas in the Southern Platte Pass (64<sup>th</sup> Street / Hwy 45) by removing the existing fescue grass and replacing it with native grasses and flowers for a butterfly habitat. This project was constructed in spring 2015.

Since that time, staff has been working closely with the Platte County Land Trust. The City agreed to cease mowing in their project area to allow for the planting of native vegetation. The City staff currently mows the grass buffer around the native plantings.

Platte County Land Trust and the City staff have mutually expressed interest in formalizing the maintenance arrangement. The maintenance obligations are spelled out in the memorandum of understanding between the City and Platte County Land Trust (Attachment 1). It includes the proposed maintenance provided by each party. The City's obligation would include mowing the grass buffer around the native plantings, and mowing the project area annually in the spring.

BUDGET IMPACT:

There is not budget impact with this item. The City currently maintains the right-of-way area along Hwy 45. The City is not responsible for funding or labor associated with installation or maintenance of the native vegetation.

ALTERNATIVES:

1. Authorize staff to negotiate a memorandum of understanding with the Platte County Land Trust for the maintenance of a Butterfly Garden.
2. Do not authorize staff to negotiate the memorandum of understanding.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that CLARB authorize staff to negotiate a memorandum of understanding with Platte County Land Trust for the maintenance of the Butterfly Garden.

## **ITEM 4B**

*For 01-13-16*

*Community Land and Recreation Board*

### POLICY:

Section 150.050.A. of the Parkville Municipal Code directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs along streets and in other public areas. As CLARB serves in an advisory capacity, its recommendations must be approved by the Board of Aldermen.

### SUGGESTED MOTION:

I move to authorize staff to negotiate a memorandum of understanding with Platte County Land Trust for the maintenance of a Butterfly Garden and recommend that the Board of Aldermen authorize execution of the memorandum of understanding.

### ATTACHMENT:

1. Draft Agreement

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (the "MOU") is made and entered into as of the 19th day of January, 2016, by and between the City of Parkville, Missouri (the "City), and the Platte County Land Trust ("PCLT").

### **Recitals:**

A. Through an existing cooperative agreement with the Missouri Department of Transportation and Platte County, the City maintains portions of the right-of-way along Highway 45 within the City limits.

B. The City and PCLT desire to work together on the maintenance and protection of wildlife habitat, including small areas for pollinating insects, located on 64<sup>th</sup> Street (Highway 45) near the intersection of Riss Lake, depicted in Exhibit A attached ("Butterfly Gardens"). The Butterfly Gardens contain approximately 1,200 square feet of native prairie plants that the PCLT has installed for increased conservation value along the trail and transportation corridor.

C. In this MOU, the City and the PCLT desire to undertake a cooperative effort to maintain the Butterfly Garden along the Southern Platte Pass Trail in Parkville, Missouri.

### **Agreement:**

NOW, THEREFORE, in consideration of the premises, and the covenants and agreements hereinafter set forth, the City and the PCLT agree as follows:

1. On March 16, 2015, PLT was awarded an Outreach Grant from the Platte County Parks and Recreation Department in the amount of \$3,100, which will be reimbursed to PCLT by the Platte County Parks and Recreation Department to complete the purchase of materials to install and maintain the Butterfly Garden.

2. PCLT shall be responsible for management and maintenance of the Butterfly Garden for a period of three years. PCLT will maintain documents and records related to the garden design, installation, and maintenance. PCLT may engage others to help meet its obligations provided that engagement does not conflict with this MOU. PCLT has the right to make decisions concerning the management of the Butterfly Garden after consultation with the City.

3. The City will contribute resources to the stewardship and management including mowing around the Butterfly Garden. The PCLT may provide guidance to the City regarding mowing, but the City shall have sole discretion to determine the frequency of mowing. The City will perform once a year mowing of the Butterfly Garden during the early spring (approximately in March).

4. The City will be recognized publically for contributing to the Butterfly Garden project. The Butterfly Garden is a public access garden and various entities will have access to the garden for education and outreach purposes. The City will be recognized, along with other contributors, on signage at the project. Signage shall comply will all applicable City codes.

5. PCLT will develop and implement a management plan for the Butterfly Garden which may include, but is not limited to: management techniques such as weeding, dead-heading vegetation and mowing; harvesting of native plant seeds for restoration on other properties; removal of invasive plant species; native plant education; and general conservation stewardship with volunteers and contractors. PCLT will undertake management activities, allocate resources to perform select management tasks, and monitor project success. Should the above upkeep tasks not be performed on a timely basis, the City will provide a 30 day notice to complete to PCLT prior to causing the work, the scope of which shall be determined by the City, to be performed and the cost thereof billed to PCLT.

6. Termination. Any party may terminate this MOU for any reason. The party wishing to terminate this MOU must provide a ninety (90)-day prior written notice to the other party. Upon termination, the City may, at any time and at its sole discretion, remove and/or relocate the Butterfly Gardens and/or any associated improvements.

7. Severability. In the event any provision of this MOU shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the MOU.

8. Resolution of Disputes. City and PCLT agree that disputes relative to this MOU shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of written demand by the party seeking resolution of the dispute. Disputes which have not been resolved by negotiation shall be settled under the Commercial Rules of the American Arbitration Association in effect as of the date of the agreement. The place of arbitration shall be in Missouri. No consequential, punitive, or incidental damages shall be awarded to the parties by members of any arbitration tribunal hearing a case in respect to this MOU.

9. Entire Agreement. This MOU constitutes the entire agreement between the parties pertaining to the subject matter of this MOU and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to that subject matter. This MOU may be changed, amended or modified at any time by written instrument executed by the authorized representatives of the parties.

10. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the state of Missouri.

11. Counterparts. This MOU may be executed in any number of counterparts. Any counterpart may be delivered by electronic transmission, in which case the counterpart shall be deemed to be an original. All executed counterparts taken together will constitute one agreement.

IN WITNESS WHEREOF the parties have executed this MOU as of the 19th day of January, 2016.

CITY OF PARKVILLE, MISSOURI

By: \_\_\_\_\_  
Nanette K. Johnson, Mayor

ATTEST:

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

PLATTE COUNTY LAND TRUST

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

## **CITY OF PARKVILLE Policy Report**

Date: January 6, 2016

Prepared By:  
Alysen Abel  
Public Works Director

Reviewed By:  
Tim Blakeslee  
Assistant to the City Administrator

ISSUE:

Authorize staff to negotiate a land lease agreement for the farming of the Platte Landing Park wetland and native vegetation area.

BACKGROUND:

Platte Landing Park is owned by Platte County, but the City of Parkville is responsible for the maintenance of the park, including the mitigated wetland and native vegetation area. The wetland and native vegetation area includes approximately 100 acres. The City and County signed a Cooperative Agreement addressing the maintenance of Platte Landing Park, allowing the City to determine the best course of action for maintenance of the park area. In August 2015, the city contracted with Vince Roberts and SurGro for the mowing and spraying of the wetland area. Since that time, the Public Works staff has reached out to farmers to see if there is interest in farming the area. There were farmers that expressed interest in farming the wetland area temporarily.

On January 10, 2010, prior to park construction, Platte County entered into an agreement with Brian Kringle with regards to farming the area. The property use agreement gave the Kringles "first right to maintain and farm [the Platte Landing Park] property with no additional compensation to the County." Although the City is not a party to that agreement, staff is recommending honoring the agreement.

The City drafted a lease agreement for the farming operations for a 3-year term, in an effort to bridge the gap until the construction of the Section 1135 Corps of Engineers Project. This will alleviate the City's responsibility for maintaining the wetland area. Mr. Kringle is interested in planting corn and soybean crops. At the end of the 3-year term, Mr. Kringle will leave the land as harvested ground.

BUDGET IMPACT:

There would be no cost associated with leasing the native vegetation area to a local farmer. This will have a positive effect on the budget since the City will not be responsible for the cost associated with maintaining the area. There is cost savings in mowing, spraying and seeding the native vegetation area.

ALTERNATIVES:

1. Authorize staff to negotiate and recommend that the Board of Aldermen authorize a land lease agreement with Brian Kringle for the farming of the Platte Landing Park wetland and native vegetation area.
2. Authorize staff to solicit proposals from other local farmers and recommend that the Board of Aldermen authorize a land lease agreement for farming in the Platte Landing Park wetland and native vegetation area with the selected farmer.
3. Do not authorize staff to negotiate an agreement for farming.
4. Postpone the item.

## **ITEM 4C**

*For 01-13-16*

*Community Land and Recreation Board*

### STAFF RECOMMENDATION:

Staff recommends that CLARB authorize staff to negotiate and recommend that the Board of Aldermen authorize a land lease agreement with Brian Kringle for a 3-year term to farm the Platte Landing Park wetland and native vegetation area.

### POLICY:

Section 150.050.A. of the Parkville Municipal Code directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs along streets and in other public areas. As CLARB serves in an advisory capacity, its recommendations must be approved by the Board of Aldermen.

### SUGGESTED MOTION:

I move to authorize staff to negotiate and recommend that the Board of Aldermen authorize a land lease agreement for the farming of the Platte Landing Park wetland native vegetation area.

### ATTACHMENT:

1. Draft Agreement

## FARMING USE AGREEMENT

This Use Agreement is made and entered into this 2<sup>nd</sup> day of February, 2016, by and between the City of Parkville, Missouri, a municipality of the fourth class, hereinafter called "the City," and Brian Kringle, hereinafter called "the Farmer."

WHEREAS, Platte County owns approximately 131.20 acres, more or less, of land located at T51NR34, Section 35 and T50N, R34, City of Parkville, County of Platte, hereinafter the "Premises"; and,

WHEREAS, through a cooperative agreement, City is responsible for all daily operations, maintenance, and programming responsibilities in perpetuity for the City Property and County Property that make up all of Platte Landing Park, including to the Premises.

WHEREAS, the City is interested in farming by lease as a maintenance alternative for the Premises.

WHEREAS, this land lease agreement shall be for a term of 3 years from the above date.

NOW THEREFORE, The City agrees to allow the Farmer to use the Premises, as follows:

1. Term. The term of this Agreement shall be for a period of three years beginning on the date both parties have signed the Agreement.
2. Grant of Use. The Farmer is granted use of the Premises to plant and harvest crops, rotating crops between soybean and corn. The Farmer is responsible to provide, maintain, and insure all equipment used to deliver, plant, and harvest such crops. At the termination of the Lease Agreement, the Farmer will leave the Premises as harvested ground. The Farmer is limited to using the access pathway that is specified by the City, when farming activities are being performed on the Premises. Any damage to City access property above and beyond normal travel usage will be repaired at the cost of Farmer.
3. Use of chemicals, fertilizers or herbicides shall be approved by the City prior to use.
4. On-site storage of farming equipment or supplies is not allowed.
5. Night-time or weekend farming operations shall be approved by the City 48 hours in advance of farming operations.
6. City water shall not be used for irrigating crops or cleaning equipment, unless approved by the City.
7. The farmer shall refrain from planting crops in the 50-foot buffer area around the perimeter of the Premises. The 50-foot buffer area shall be maintained by the Farmer in a condition that is mutually agreeable.
8. The Farmer is not required to pay an annual user fee to the City for the use of the Premises for farming operations. The Farmer is solely responsible for the maintenance of the Premises for the three-year term.
9. Insurance. The Farmer shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage. The City will only accept coverage from an insurance carrier that offers proof that it:
  - a. Is licensed to do business in the State of Missouri;
  - b. Carries a Best's policy holder rating of A or better; and
  - c. Carries at least a Class X financial rating.

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

10. Indemnification. The Farmer will indemnify the City and save the City harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with the loss of life, personal injury, theft, vandalism or damages to property arising out of or from the use of the Premises by the Farmer, provided, however, the Farmer will not be liable to the City on any claim, to the extent it is caused by the negligence of the City, or its agents or employees. Failure of the Farmer to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
11. Compliance with Law. The Farmer must comply with all applicable Park ordinances, and local, state, and federal laws with regard to farming operations. Failure to comply with applicable laws is considered a breach of this agreement.
12. Successors and Assigns. This agreement shall extend to and be binding upon the successors and assigns of the parties hereto, subject to written City approval of any assignment by the Farmer.
13. Termination for Cause. If either party fails to fulfill the terms of this Agreement, the other party may provide sixty (60) days written notice to the offending party that outlines the specific issues of default. If the default is not cured within sixty (60) days, the Agreement will terminate.
14. Termination for Convenience. The City or Farmer may at any time and for any reason terminate the agreement upon thirty (30) days written notice to the other party.
15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
16. Notice. Written notice regarding this agreement shall be effective upon receipt via hand-delivery; three working days after deposit in the U.S. Mail or by confirmed delivery by national overnight delivery service to the following addresses:

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

To Farmer:  
Brian Kringle  
11700 NW River Road  
Parkville, MO 64152

17. Entire Agreement. This document constitutes the entire agreement between the Farmer and the City. This Agreement cannot be modified except in writing and must be signed by all parties. Neither the Farmer nor City has made any promises or representations, other than those set forth in this Agreement and those implied by law.

EXHIBIT A

Premises

Insert legal description and aerial photo of property.

## **CITY OF PARKVILLE Policy Report**

Date: Wednesday, January 6, 2016

Prepared By:

Tim Blakeslee

Assistant to the City Administrator

Reviewed By:

Alysen Abel

Public Works Director

ISSUE:

Discussion on revisions to the Guidelines for Events in Parkville.

BACKGROUND:

Beginning in May 2014, the City undertook a comprehensive evaluation of the process for permitting special events in parks and on other public property. The old guidelines were unorganized and incomplete, there was little information posted online, and the process was time-consuming for event organizers and city staff. The effort to revise the Guidelines for Events in Parkville was initiated to create a more efficient and transparent process to better serve long-standing event sponsors and to appeal to new organizations that may not have hosted events in Parkville before. The new event guidelines have been in effect since the beginning of 2015. Under the new guidelines the Community Land and Recreation Board (CLARB) was able to delegate the majority of event approvals to city staff.

Staff believes there are certain sections of the document that can be improved after working with the guidelines over the past year, hearing comments from event organizers, and researching best-practices in other communities. The guidelines are intended to be a fluid document that can be changed as new, and/or previously unrecognized issues arise. For the January CLARB meeting, staff developed a short list of issues that will be addressed by a future update to the Guidelines for Events in Parkville. Staff welcomes any discussion, suggestions, or additions to the list below:

Sections to be updated:

- **Event/Vendor Insurance Requirements:** Last year, staff took recommendations directly from our insurance provider. After a year's review, it turns out a number of their recommendations overcomplicated the process. Staff will look to simplify the requirements while retaining adequate protection for the City.
- **Deposit System:** An event deposit currently is calculated by city staff based on an event's perceived impact to city property. Staff intends to create a system that calculates a deposit system based on areas of usage (i.e. parking lot, ball fields, green space, trails, etc.). The intention will be to both help organizers know what the deposit amount will be in advance of the event and also to provide justification as to why city staff leveled a certain deposit amount for an event. Regardless of the deposit system, the event organizer is responsible for any damage expenses caused by the event.
- **Application Materials/Checklist:** The guidelines address a wide span of event types and elements. Staff intends to expand the walkthrough of application materials to help event organizers more clearly know what documentation must be completed for each event.
- **Fireworks Regulations:** Currently, an event with fireworks only needs to be approved via CLARB/City Administration, but city code stipulates that all fireworks display providers must be granted a permit to launch by the Board of Aldermen. Staff plans to review and amend city code for consistency.

## ITEM 5A

For 1-13-16

### Community Land and Recreation Board

- Annual Permit Review: Staff plans to submit the permit document to the city attorney for review.
- Smaller Events/Event Fees: There has been confusion for events with limited participants. The guidelines state that the lower attendee limit for events is *approximately* 75. This number was intended to help separate events from shelter reservations (maximum of 75 attendees), but not to be a hard cut-off as to what defines an event. A number of events (especially weddings and 5Ks) often fall below this number.

In some instances, this perceived loophole confused and was sometimes abused by event organizers who thought that they were not subject to the guidelines because they were going to have less than 75 attendees. This was not how the rule was envisioned to operate. Staff intends to make revisions so events with fewer participants can be captured by the guidelines, but remain separate from shelter reservations.

- (Optional) City Sponsored Events: Evaluate a process for an event to gain a City Sponsorship. This would be for other government entities (i.e. Platte County) or groups who are providing a service in the park (i.e. River clean up, Scout Troop Park Clean Up).
- Event Timeframes: The fee for events taking place over multiple days or months needs to be clarified. In the past, events occurring over consecutive days have been charged per day (i.e., River Jam, 4<sup>th</sup> of July), while events taking place over non-consecutive days have been incorrectly charged one event fee (i.e. Cruise Night). The current guidelines stipulate that all events should be charged per day of usage. Staff recommends consistency for all events. It may make sense to structure a more “a la carte” menu for park usage. See an example below:

Location	Fee
Park & Parking Lot	\$300 per day
Parking Lot Only	\$150 per day

#### BUDGET IMPACT:

As this is a discussion item, there is no budget impact at this time.

#### ALTERNATIVES:

1. Accept the update from staff and provide guidance on the discussion items presented.
2. Postpone the item.

#### STAFF RECOMMENDATION:

Staff recommends that CLARB receive the update regarding a review of the event application and approval process and provide guidance regarding the specific issues presented.

#### POLICY:

Section 150.050.E. gives CLARB authority for event approvals occurring on community public right-of-way and park land. Any updates to the Guidelines for Events in Parkville (Section 140.345) must be approved by CLARB.

#### SUGGESTED MOTIONS:

As this is a discussion item, no motion is necessary.

# CLARB MEETINGS 2016

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**January**

1/13/16

**February**

2/10/16

**March**

3/9/16

**April**

4/13/16

**May**

5/11/16

**June**

6/8/16

**July**

7/13/16

**August**

8/10/16

**September 14, 2016**

9/14/16

**October 12, 2016**

10/12/16

**November 9, 2016**

11/9/16

**December 14, 2016**

12/14/16



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## **CITY OF PARKVILLE Memorandum**

Date: January 6, 2016

To: Community Land and Recreation Board Members

From: Alysén Abel, Public Works Director

CC: Tom Barnard, Parks Superintendent  
Tim Blakeslee, Assistant to the City Administrator

**RE: November / December 2015 Parks Activity Report**

The following Parks-related activities took place during November and December 2015:

- Adam's Park Wall – The Park's staff removed the decaying wooden pole retaining wall at Adam's Park. A new rock retaining wall was installed in its place with the assistance of Street Department. The staff applied grass seed and will do a few accent plants this spring to complete the project.
  - Sullivan Nature Sanctuary – The Parks staffs provided labor and equipment needed to clear the downed trees in the Sullivan Nature Sanctuary which provided access for Urban Tree to successfully remove approximately 50 dead trees and prune several others to minimize trail hazards. The project was made possible through the Missouri Department of Conservation's TRIM Grant.
  - City Hall Landscaping – The Parks staff removed the old rose bushes along the east side of City Hall, next to the Police Garage. Boxwoods and ornamental grasses were planted.
  - Outreach Grant – Public Works staff is currently working on the cost estimates and applications for the Platte County Outreach Grant. The first priority is the extra costs associated with the Parks Storage Building. The second priority includes the trail improvements in the English Landing and Platte Landing Parks, including 5K/10K signage, mile marker signs, map display boards, Grigsby Field trail improvements, and Large Dog Park trail construction.
  - Parks Headquarters – The Parks staff, with the assistance of the Street Department and equipment, installed the new retaining wall at the Parks Headquarters. Extra labor was used to aid in the completion of the retaining wall and landscaping for erosion control.
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## **ITEM 6B1**

*For 01-13-16*

*Community Land and Recreation Board*

- Low Water Crossing – The Parks staff, along with members of the Police Department, monitored the level of the Missouri River and the low water crossing entering English Landing Park. The water level did not crest as predicted and it was not necessary to close the low water crossing.
  - Riverfront Benches – The City received donations for 2 riverfront benches in English Landing Park. One of the two benches was installed. The second bench will be delivered and installed in January.
  - Chainsaw Art – The Public Works staff is currently working through the cost estimate and contract documents with TJ Jenkins, who is providing chainsaw art on the tree behind McKeon Stage. It is anticipated that the work will begin in January or February.
  - Spirit Fountain Pump – The pump on the Spirit Fountain needs to be repaired. The City is working with FTC, who will repair the fountain pump. The work authorization for the repair will be presented to the Finance Committee in February. It is anticipated that the work will take place in March.
  - Train Depot Roof – The City released a bid request for the Train Depot Roof Replacement. Bids are due January 14<sup>th</sup>. It is anticipated that the work will take place in February.
  - Parking Lot Tree scape – The downtown parking lot between East and Main Street corridor was completed with the planting of 20 trees to replace the ash trees that were dying from the Emerald Ash Borer. The area was regraded, seeded and mulched. The infrastructure improvement to downtown will be a valuable asset to the urban environment.
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