



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#16-122) Agenda
CITY OF PARKVILLE, MISSOURI
Wednesday, February 10, 2016 7:00 pm
City Hall Boardroom

- 1. CALL TO ORDER**
 - A. Roll Call
- 2. CITIZEN INPUT**
- 3. CONSENT AGENDA**
 - A. Approve the minutes for the January 13, 2016 regular meeting.
- 4. PARKVILLE PARKS MASTER PLAN STEERING COMMITTEE MEETING**
- 5. ACTION AGENDA**
 - A. 2016 Community Land and Recreation Board officer elections.
 - B. Recommend that the Board of Aldermen approve a Platte Landing Park Wetlands farming agreement.
- 6. STAFF UPDATES ON ACTIVITIES**
 - A. Administration
 1. MSPA Executive Director Update
 2. CLARB Board Terms Reminder
 3. Event Guidelines
 - B. Public Works
 1. Parks Report – January
 2. English Landing Park Restroom Update
 3. Tree City USA
 4. Administrative Assistant Update
- 7. MISCELLANEOUS ITEMS FROM THE BOARD**
- 8. ADJOURN**



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#16-121)

MINUTES

CITY OF PARKVILLE, MISSOURI

Thursday, January 13, 2016 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 Tim Blakeslee. Members present were: Michelle Flamm, Laura Ozenberger, Adam Zink, Neil Davidson, Linda Arnold, Phil Wassmer, William Gresham, Susan Robb, Bob Stuteville and Marc Sportsman (Liaison). Alysén Abel (Public Works Director), Tim Blakeslee (Asst. to City Administrator) and Jan Davis (Public Works Assistant) were present for the City. A quorum was present.

Flamm asked about recent staff changes and Tom Barnard's future role in CLARB meetings. Tim Blakeslee will now be the CLARB staff representative, Alysén Abel will be present at CLARB meetings as required, and Tom Barnard will be present for specific issues that affect City Parks.

2. CITIZEN INPUT - None

3. CONSENT AGENDA

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

Ozenberger asked that Item 4B be modified to read as follows:

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, mile markers and parks signage; and 3) Addition of a trail within the large dog park with matching staff labor.

ADAM ZINK MOTIONED TO APPROVE THE MINUTES FROM THE NOVEMBER 12TH REGULAR MEETING, AS MODIFIED. NEIL DAVIDSON SECONDED THE MOTION. MOTION APPROVED 9-0.

4. ACTION AGENDA

A. CLARB 16-121-01: Approve the 2016 Standing Events calendar.

CLARB reviewed the 2016 standing events calendar. Blakeslee noted that the River Jam event would not be held this year.

ADAM ZINK MOTIONED TO APPROVE THE 2016 STANDING EVENTS CALENDAR. NEIL DAVIDSON SECONDED THE MOTION. MOTION APPROVED 9-0.

B. CLARB 16-121-02: Recommend that the Board of Aldermen approve the Platte County Land Trust Memorandum of Understanding (Butterfly Garden).

Abel outlined the specifics of the proposed MOU and stated that it would be modified to reflect a termination date of 12/31/17.

ADAM ZINK MOTIONED TO RECOMMEND THAT THE BOARD OF ALDERMEN APPROVE THE PLATTE COUNTY LAND TRUST MEMORANDUM OF UNDERSTANDING FOR THE BUTTERFLY GARDEN, AS MODIFIED. NEIL DAVIDSON SECONDED THE MOTION. MOTION APPROVED 9-0.

C. CLARB 16-121-03: Recommend that the Board of Aldermen approve the Platte Landing Park Wetlands farming agreement.

After discussion of the City's options, individual members were polled on the direction CLARB should take. The majority of CLARB felt there were two important issues: a) Determine whether the City is required to uphold Platte County's commitment to Brian Kringle, and b) determine the rental value of the property for farming.

ADAM ZINK MOTIONED TO POSTPONE DISCUSSION UNTIL STAFF CAN DO ADDITIONAL RESEARCH. BILL GRESHAM SECONDED THE MOTION. MOTION APPROVED 9-0.

5. NON-ACTION AGENDA

A. Event Guidelines – proposed updates

Blakeslee outlined staff's planned changes to the event guidelines: a) event/vendor insurance requirements, b) deposit system, c) updated application materials/checklist, d) fireworks regulation/approvals, e) annual permit review, f) revised permit structure for smaller events, g) city sponsored events.

Staff will be working on modifying or clarifying these items with input from CLARB.

6. STAFF UPDATES ON ACTIVITIES

A. Administration

1. Parks Master Plan:

A Platte County representative, along with Larry Reynolds and Steven Rhodes from Vireo, will attend CLARB meetings for the next 3-4 months to discuss the Parks Master Plan. CLARB will be the steering committee for the Parks Master Plan.

2. CLARB will hold elections in February for offices of Chair, Vice Chair and Secretary.

3. The 2016 CLARB meeting schedule was discussed. Advance absences were noted as follows: March 9th – Linda Arnold, August 10th – Susan Robb.

B. Public Works

1. Abel presented a summation of work completed in the Parks in November/December 2015. Davidson asked that it be noted that Parks should consider leaving trees on the west side of Rush Creek to catch debris during high water.

2. Tree City USA – staff submitted the application for Tree City USA. In 2015, Parkville celebrated the 25th anniversary of Tree City USA designation. Staff will begin preparation of the Arbor Day celebration.

C. Nature Sanctuary

1. The Nature Sanctuary will now be under the “administration” umbrella rather than “Public Works”.

2. The City is taking applications for Executive Director until the end of January.

3. Abel complimented Tom Barnard for stepping in to complete the TRIM grant work.

4. Because of the untimely passing of Bob Fluchel, FOPNS has decided not to apply for a grant for the interpretive center this year. They would like to phase their application next year, a) Phase 1- three season structure with overhead doors, and b) Phase 2 - educational kiosks, etc.

7. MISCELLANEOUS ITEMS FROM THE BOARD

A. New signs have been posted throughout the Parks that cite the City ordinance for not cleaning up their pet's waste.

B. W. K. Jenkins passed away recently.

C. Davidson reported on the recent Platte Partners meeting:

1. New trails are planned along Highway 9 (10' trails on one side and 6' sidewalks on the other).

2. Magellan has given approval for an easement along the Missouri River between Riverside and Parkville behind the Magellan property. The County is funding the installation of the trail and working with Riverside and Parkville for the maintenance of the trail.
3. Line Creek Trail will go from the Argosy to 152 Highway. Also planning 2 trails going north called Twin Creeks.
4. Line Creek, east to 169 Highway and west to Tiffany Springs Parkway.
5. Riverfront going west from the new bridge -10 ft. trail.
6. The Tour de Platte will be sponsored by the County and will go through Parkville.
7. Tiffany Hills Park (north of the Aquatic Center) is a 100% accessible park promoting unlimited play for all children.
8. The YMCA is sponsoring cancer education classes in conjunction with NKC Community Center and NKC Hospital, and fitness classes for developing boys.
9. The Dorothy Day cabin off of Green Hills Road will be restored through county funding.

LAURA OZENBERGER MADE A MOTION TO ADJOURN AT 8:36 P.M. LINDA ARNOLD SECONDED THE MOTION. MOTION APPROVED 9-0.

Adjourned.

CITY OF PARKVILLE Policy Report

Date: Thursday, February 4, 2016

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:
Conduct the Parkville Parks Master Plan steering committee meeting.

BACKGROUND:
On December 1, 2015, the Board of Aldermen entered into a professional services agreement with Vireo to lead an update of the Parkville Parks Plan (P3), with particular emphasis on the riverfront parks corridor (Attachment 1, Scope of Work Only). CLARB, along with a Platte County liaison, were identified as the steering committee for this project. The steering committee meeting schedule can be found in Attachment 2. Meeting dates in March and April are currently “to be determined” until schedule coordination with all steering committee members can be resolved.

Due to the uncertain timetable of the Section 1135 wetland restoration project planned for Platte Landing Park, staff decided that it would be best to kick-off the master plan process shortly after the first of the year. An initial pre-meeting to confirm project goals, objectives, expectations, opportunities and constraints between city/county staff and Vireo was held on January 8, 2016. Since that meeting, Vireo has reviewed a variety of documents to better understand planning efforts to date for the area and the park system as a whole (2008 Parkville Parks Plan, Platte County Parks Master Plan, Livable Communities Study, etc.), identified key demographics and trends in the area using Platte County GIS data and census data, and have toured Parkville's two riverfront parks to discuss existing conditions and opportunities.

At the meeting on February 10, the consultant team will briefly discuss the project scope, review the project schedule, present demographic and local health information, seek feedback on identifying key participants, and engage in discussion on general park issues. The consultant team provided an introductory memo/worksheet for CLARB members to catalog their thoughts during the meeting (Attachment 3). The consultant team will be prepared discuss, listen, and incorporate CLARB's recommendations as the project moves forward. A copy of the consultant's presentation can be found in Attachment 4.

BUDGET IMPACT:
There is no direct budget impact associated with this non-action item. The total consulting fee per the agreement is \$52,000. The City budgeted \$42,000 in the 2016 Capital Improvement Program (10-560-52-50-00) for this project. Staff requested financial support from Platte County to assist with the components of the project related to Platte Landing Park. In early 2106, Platte County agreed to budget \$10,000 to support the Parkville Parks Master Plan update.

ALTERNATIVES:

1. Conduct the Parkville Parks Master Plan steering committee meeting with the consultant team and provide feedback as necessary.
2. Postpone the item.

ITEM 4
For 02-10-14
Community Land and Recreation Board

STAFF RECOMMENDATION:

Conduct the Parkville Parks Master Plan steering committee meeting with the consultant team and provide feedback as necessary to allow the project to move forward.

POLICY:

Section 150.050.B. of the Parkville Municipal Code gives CLARB the responsibility to review matters of park planning or other issues brought before the Board. Section 1.1 of the Parkville Parks Master Plan scope of work designates CLARB as the steering committee parks master planning process.

SUGGESTED MOTION:

As this is a non-action item, no motion is necessary.

ATTACHMENTS:

1. Scope of Work
2. Project Schedule
3. Memorandum from consultant team
4. Consultant team presentation

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE

Note: For purposes of this scope, the term Service Provider is used interchangeably with consultant(s) and consulting team.

TASK 1: DISCOVERY

1.1. Kick Off Meeting

The Consultant will meet with the staff oversight team ("staff") comprised of city and county staff representatives prior to the Kick-off meeting to review topics covered at this meeting. This on-site meeting will initiate the process to confirm project goals, objectives, expectations, opportunities and constraints. This meeting will include members of the consulting team and staff and CLARB members. (Note: The Platte County Park Board will appoint a liaison to CLARB for the duration of this project to supplement CLARB as the project steering committee). Detailed steps of this task include:

- Confirmation – The project goals, objectives, scope, and schedule will be confirmed
- Opportunities and Constraints – discuss existing opportunities and constraints
- Outcome – Discuss expectations and customer requirements for the process and completed project
- Communications – Confirmation on lines of communication, point of contact, level of involvement by staff, and other related project management details
- Public Input – clarify level of public input desired and begin plan for public engagement process
- Timeline – Review of timeline and important milestones
- Staff input – Review of logistics, schedule, format, and questions
- Mapping – Review aerial photos and base mapping of the property to identify major attributes and areas to investigate during a tour of the property.

DELIVERABLE: Meeting Minutes

1.2. Tour Parkville's Riverfront Parks

As part of the kick-off meeting, the consulting team will walk Parkville's two riverfront parks to discuss existing conditions and opportunities. Special attention will be paid to the connections between the two and the western portion of English Landing Park. This will be a first look at the park land, with a more detailed tour in the opportunities and constraints assessment phase of this project.

1.3. Data Review

A variety of documents will be reviewed in order to better understand the 2008 plan, other (even informal) planning efforts to date for the area and the park system as a whole. Vireo created the design for the recent Platte Landing Park improvements and has assigned the same team to the current project. The documents will include existing City and County plans and policies, as well as the following documents:

- 2008 Parkville Parks Plan (P3)
- Platte County Parks Master Plan
- Livable Communities Study
- Vision Downtown Parkville
- Parkville Master Plan
- KC Metro Green Plan

1.4. Demographics and Trends

The team will identify key demographics and trends in the area, relying heavily on Platte County GIS data and census data for a compilation of population growth projections, adjacent land use plans and the possibilities of new development along the south end of downtown. Particular attention will be paid to the growth along the western boundary of the city.

This analysis will assist in formulating future decisions and will include household income, ethnicity, gender, age, and other demographic information. Also included will be a trends analysis outlining local, regional, and national recreational trends with a particular emphasis on unmet needs in southern Platte County. The team will not only identify key trends but will also apply the trends to the future positioning of the riverfront parks. The consultant will inventory and map other service providers in the area.

DELIVERABLE: Demographics and Trends Memo

The consulting team will prepare a data request form for staff, if any additional info is required.

TASK 2: OPPORTUNITIES AND CONSTRAINTS ASSESSMENT

2.1. Evaluation of Riverfront Attributes and Condition

The team will complete a more thorough site assessment with staff to evaluate existing resources within the parks. We will utilize GIS mapping that will include the most recent version of the MARC Natural Resource Inventory (NRI) data and county GIS data (parcels, contours, centerlines, parks and trails and aerials imagery) and NeapMap Data. We will assess the unique qualities, geography, and the character of the Parkville/southern Platte County communities, as well as the condition of the vegetation, topography, water resources, connectivity and any existing amenities. We will also study potential connection points between the two riverfront parks, downtown Parkville and other points of interest in town.

DELIVERABLE: GIS basemapping

2.2. Opportunities and Constraints Analysis

The team will utilize the information gathered during the kickoff meeting and the site assessment to identify and analyze issues, opportunities, and constraints within the parks. GIS data will be used to conduct a service area analysis for specific park elements, open space, trails, facilities, farmers market shelter, and future elements. This includes mapping major amenities by type. This process, along with the standards analysis, will form the basis for identifying gaps in service and potential opportunities for future facility development and capital planning.

DELIVERABLE: Parkland and Amenity Maps

TASK 3: OUTREACH

3.1. Engage the Residents of Parkville

The team will work with CLARB to create a comprehensive strategy for engaging larger community groups as well as individual residents of Parkville in the process. This will include a visible presence at community events and downtown. We will use our Digicate mobile survey tool to collect feedback during the community open house events and for additional comments after the meeting.

Employee Interview Meetings – It is always worthwhile to get staff immediately engaged in the process.

The meetings will include a brief overview of the process and a question and answer session about the

future direction related to acquisitions, facility development, maintenance needs and other areas of concern for the City.

Key Leader Interviews – The consulting team will facilitate up to four key leader interviews. The goal is to gain perspective of others' visions and ideas about the parks' future direction in an intimate setting. Key leaders may include the Mayor, the Board of Aldermen, County Commissioners, school administrators, corporate leaders and others the City chooses to include.

Focus Groups – Approximately four focus groups will be facilitated with approximately 10 individuals per group. The entire Platte County Park Board and Friends of Platte County Parks will be included in one or more focus groups. Other focus groups may include groups such as Friends of Parkville Parks, Parkville Board of Aldermen, Platte County Commission and staff.

Community Open House – We propose holding two public meetings throughout the process to understand the community's desires and to solicit feedback on the recommendations. The format will include an open house setting in which interactive stations will be developed.

Online Engagement – Our team will employ the use of Digicate, a Vireo-designed, experience-based public meeting tool that offers a fresh and innovative way to interact with and record feedback from residents, public officials, and other stakeholders. Digicate displays real-time total results of the responses it gathers, thereby allowing both you and the respondents to gauge the experience in the survey deployment area.

MySidewalk - The MySidewalk (formerly MindMixer) web platform is also an option for community engagement. MySidewalk operates as a safe, easy-to-use area where citizens can participate in community projects from the comfort of their home – a virtual "town hall." Users generate ideas, and ultimately vote and prioritize the best ideas.

Community Survey

Vireo will set up a project-specific survey site through MySidewalk (formerly MindMixer) to determine recreational needs of the community. This site will allow for sharing information, collecting comments and allowing for discussion as the project progresses.

DELIVERABLE: The Team will provide a summary from the meetings and online engagement tools.

TASK 4 – Vision and Goals

4.1 Vision and Goals

Vireo will work with CLARB to develop a vision for the City of Parkville's parks system and conceptual alternatives for the riverfront parks.

The visioning session will include members of CLARB and staff for the purpose of: setting high-level objectives to be accomplished within the system; verifying information and data for each park; identifying areas of concern and their issues. Having all major parties at the table in the visioning and design process will be invaluable in creating a plan that both the City and County can support.

Long-range planning and current infrastructure in place, as well as any park development needs and requirements.

This information will all be compared to the P3 goals and objectives. A new version of the Parkville Parks System Vision and Goals will be created. This will then be applied to the planning for both English Landing and Platte Landing Parks.

DELIVERABLE: Revised vision and goals for the parks system

TASK 5 – Park System Operations Analysis

5.1 Park System Operations Analysis

Evaluate current and projected management and operations.

Vireo will work with CLARB and staff to analyze current staffing, maintenance, management and operations using NRPA maintenance standards as a guide. We will also recommend any additional funding we see as necessary to effectively maintain the two riverfront parks.

TASK 6 – PARK MASTER PLAN for RIVERFRONT PARKS

6.1. Develop a Conceptual Master Plan, Site Plan and Related Documents for Each Riverfront Park

The Consultant Team will prepare the Master Plan and layout of the riverfront parks, using current plans for the parks to determine future development within a system-wide vision. The plan shall include, but not be limited to:

- Park theme narrative
- Location of park resources and amenities
- Location of structures, roads, bridges, trails, parking lots, farmers market shelter, etc.
- Location of park entrance
- Location of park utilities (water, electric, sanitary sewer, etc.)
- Recommendations for use of existing structures to compliment the site's natural and historical aspects
- Landscape (native to the region)
- Selection of new site amenities (benches, picnic tables, water fountains, lighting, etc)

6.2. Develop an Implementation Phasing Plan and Cost Estimate

- Provide cost estimates for potential park/recreation amenities.
- Prepare conceptual plans with associated cost estimates.
- Identify future funding sources.

6.3. Reaffirm Maintenance and Operations Goals

- Does additional staff and equipment need to be added to manage the parks as new elements are added?
- What is the cost to the City?

6.4. Recommend City Policies Regarding the Riverfront Parks

- Provide a framework for evaluation of future phase development proposals.
- Evaluate and prioritize the expenditure of public funds for development and maintenance.
- Establish short-term plans for long-term success.
- Study operational costs vs. projected revenue.

6.5. Present the Draft Plan for Riverfront Parks to:

- Staff

- CLARB
- Parkville Board of Aldermen
- Platte County Board of Commissioners

6.6. Revisions to the Master Plan, Phasing Plan and Cost Estimates for Riverfront Parks

- Integrate input from the staff, CLARB and Board of Aldermen into the draft plan.
- Revise to create the final plan document.

6.7. Present the Final Master Plan, Site Plan and Related Documents to Board of Aldermen and Platte County Board of Commissioners

- Compile and provide all documents and executive summary in PDF format.
- Provide full-color final presentation display board and copy of high resolution digital artwork.

DELIVERABLE: Final master plan, site plan documents and high-resolution images delivered digitally.

TASK 7 – Apply Vision and Goals to the remaining Parks

Vireo will work with CLARB to apply the overall system-wide vision, goals and recreational needs from the public input process to other parks and open spaces within the system.

Determine Level of Service

Vireo will perform a Level of Service analysis for the remaining parks in the system. Particular attention will be paid to the distribution of parks throughout Parkville and what may be required to create green spaces near newer residential development.

Assess and prioritize recreation needs for the remaining Parks

- Use previous phase information for demographics and unique qualities
- Incorporate other plans
- Use previous public input into the entire system plan
- Review maintenance and operational procedures for other parks
- Update P3 Plan Community Needs Analysis to reflect new input

Develop Park System Master Plan for Remaining Parks, Undeveloped Areas and Any Future Parks

- Update park maps
- Create park improvement plans for the remaining parks and undeveloped parcels
- Recommend policy for park land acquisition identifying priorities, maintenance goals and fiscal goals
- Propose amendments to city development ordinances related to parks.

Recommend City Policies Regarding Parks, Recreation, Open Space and Trails.

- Evaluate and prioritize the expenditure of public funds for development and maintenance.
- Establish short-term plans for long-term success.
- Study operational costs vs. projected revenue.

Develop Draft Plan for Entire Park System

- Update P3 plan for the park system
- 10-year capital improvement plan with short-term and long-term goals

FEES FOR SERVICES

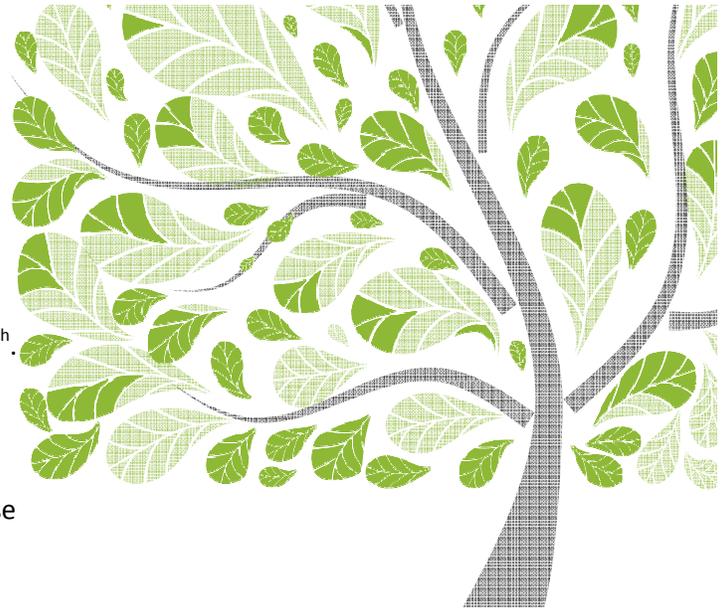
Fees will be billed monthly on a lump sum basis per Task.

Task 1- Discovery	\$4,000
Task 2 – Opportunities and Constraints	\$3,000
Task 3 – Outreach	\$14,000
Task 4 – Vision and Goals	\$3,000
Task 5 – Operations Analysis	\$4,000
Task 6 – Park Master Plan	\$15,000
<u>Task 7 – Remaining Parks</u>	<u>\$9,000</u>
TOTAL FOR ALL TASKS	\$52,000

Memorandum

To: Parkville Parks Master Planning Steering Committee

RE: Upcoming Steering Committee Meeting



Good Morning!

We are looking forward to our first planning session, February 10th. We will be using a portion of your regular meeting to begin work on the plan. An agenda and some supporting materials are attached for your information. There are a couple of items that it would be helpful if you thought about ahead of time so we can use the time we are together most productively.

Key Leader and Focus Group Participants

An important part of the process is identifying those members of the community to talk to individually or in small groups. We need your help in filling out the list of participants. Please come to the meeting with some ideas.

Key Leaders: These are people who have an important stake in success of the project, can lend particular perspective, or are simply important to talk with one on one. We can accommodate four sessions and there could be more than one person in each session but hopefully not more than three in each. Please come to the meeting to suggest participants.

Key Leaders: _____

Focus Groups: Usually there are people who focus their interest on a particular topic. The focus group meetings are intended as smaller group meetings (up to ten people per session – there are four, one hour sessions scheduled). It would be helpful if you would share names important to success of the process in each of these areas as well.

Recreation / Event Coordinators _____	Downtown Stakeholders _____
Schools (Including Park Univ.) _____	Government Officials _____

Parks Issue Discussion

Finally a portion of the meeting will be a discussion of top issues facing Parkville Parks. Please think about the three most pressing or important issues to you relative to Parks in Parkville. This first list will begin to shape the discussion with Key Leaders and the Focus Groups. My three top issues are:

Attachments:

Meeting Agenda • Draft Meeting Presentation • Project Schedule



Parkville Parks Master Plan

Steering Committee Meeting #1 - Kick Off

Parkville
PARKS
Master Planning

Project Scope

- Discovery
- Opportunities & Constraints / Issues
- Outreach
- Vision & Goals
- Operations Analysis
- Park Master Plan – Riverfront Parks
- Remaining Parks

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
Starting	Jan 4	Jan 11	Jan 18	Jan 25	Feb 1	Feb 8	Feb 15	Feb 22	Feb 29	Mar 7	Mar 14	Mar 21	Mar 28	Apr 4	Apr 11	Apr 18	Apr 25	May 2	May 9	May 16	May 23	May 30	Jun 6	Jun 13	Jun 20	Jun 27	
Phase One	Pre-kickoff Meeting	●																									
	Tour of Riverfront Parks																										
	Data Review																										
	Demographic Analysis																										
Phase Two	SC Kick-off Meeting					●																					
	Attributes & Condition Eval.																										
Phase Three	Opportunities & Constraints Analysis																										
	Employee Interviews																										
	Key Leader Interviews																										
	Focus Groups																										
	Community Open House																										
Phase Four	OnLine Engagement																										
	My Sidewalk																										
Phase Five	Draft Vision & Goals																										
	SC Meeting																										
Phase Six	Operations Analysis																										
	SC Meeting																										
	Riverfront Conceptual Master Plan																										
	Implementation Plan																										
	Maintenance & Operations																										
Phase Seven	City Policies																										
	SC Meeting & Presentations																										
	Revisions																										
	Determine Level of Service																										
	Prioritize Needs of other Parks																										
	SC Meeting & Draft System Master Plan																										
Phase Seven	Recommended Policies																										
	Final System Plan																										
	Presentations																										

← TBD →

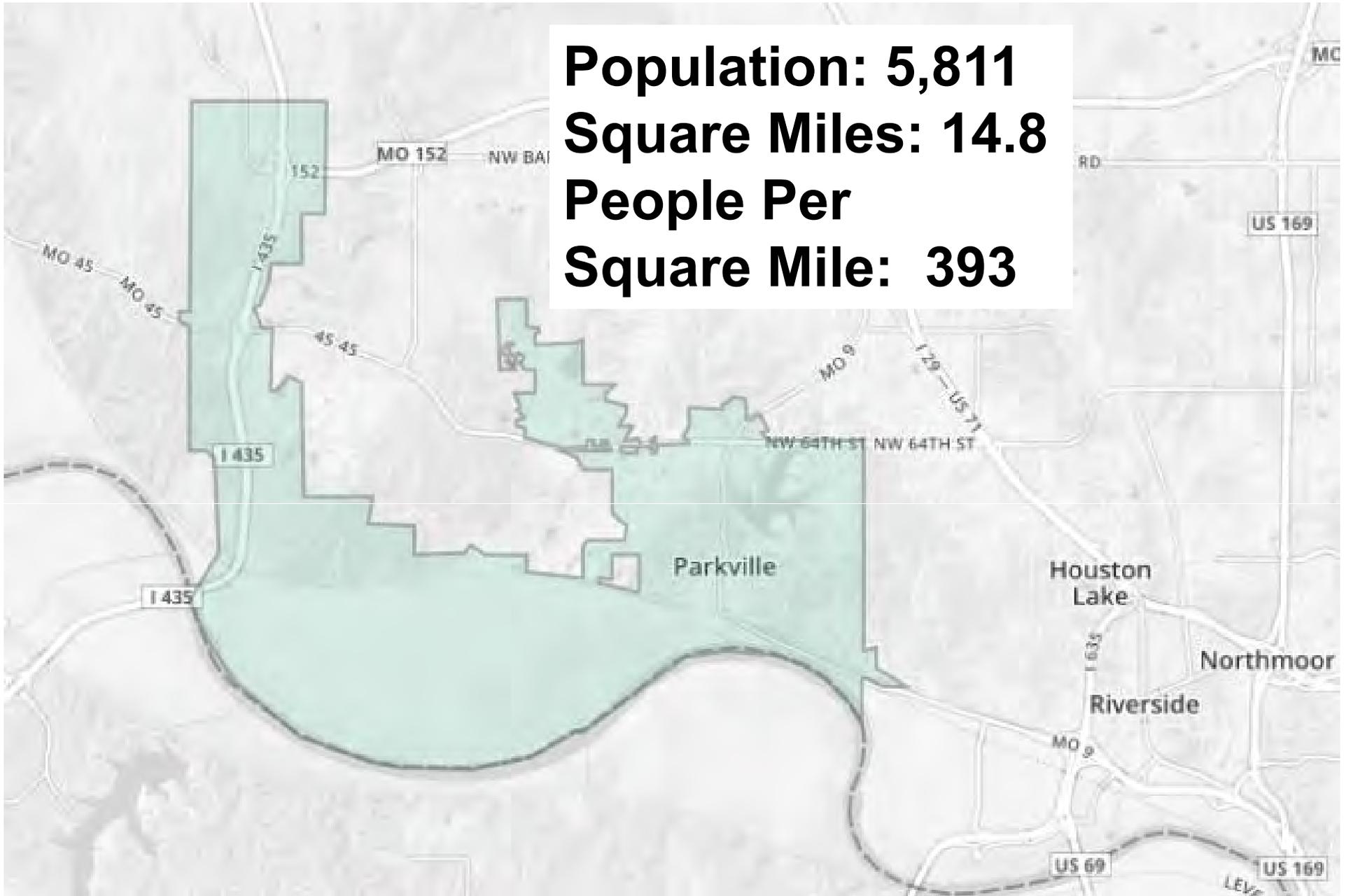
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PH

Demographics

Data taken from - [CommunityCommons.org](https://www.communitycommons.org)

Population: 5,811
Square Miles: 14.8
People Per
Square Mile: 393



Age

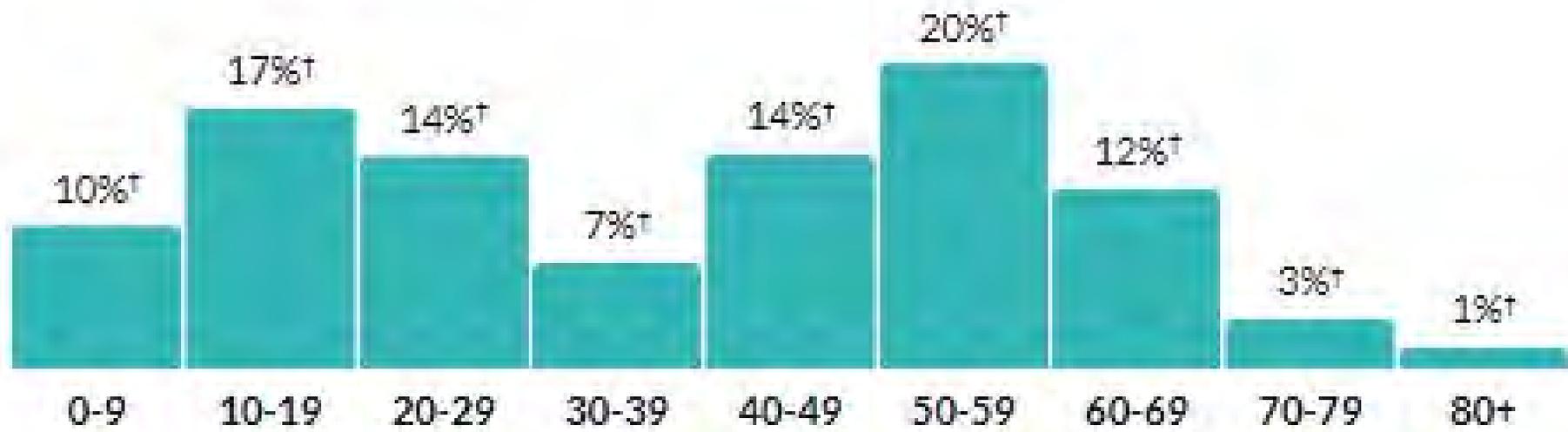
42.7 ± 7.5

Median age

about 20 percent higher than the figure in the Kansas City, MO-KS Metro Area: 36.7 ± 0.2

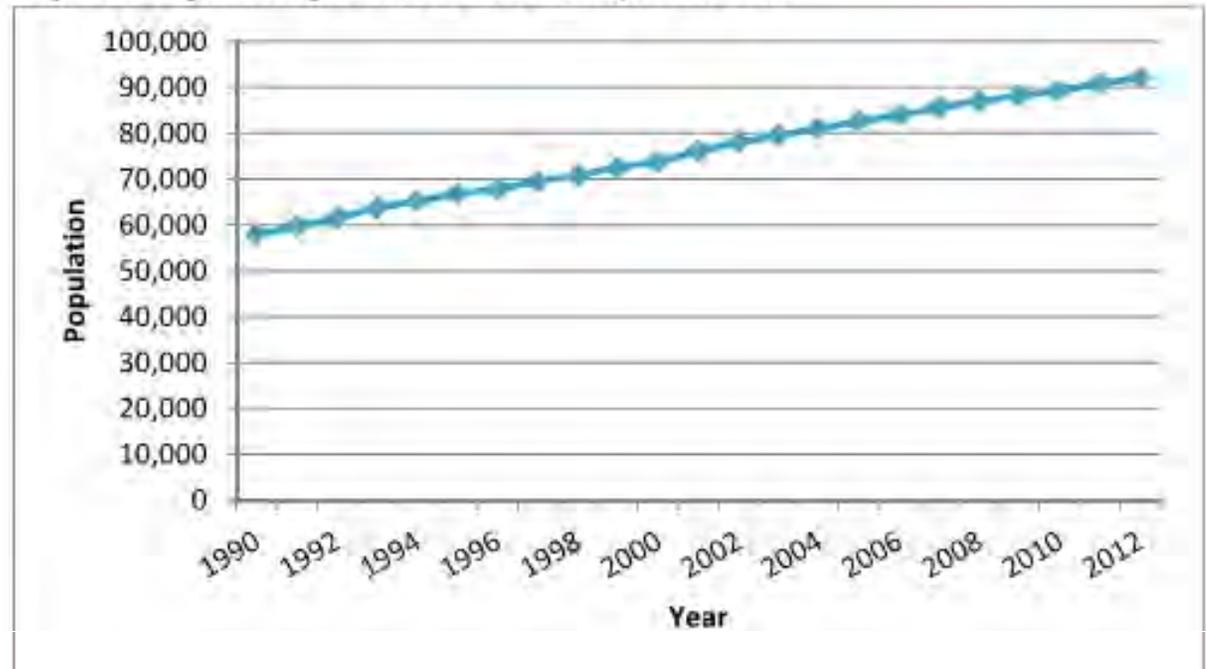
about 10 percent higher than the figure in Missouri: 38.1 ± 0.1

Population by age range



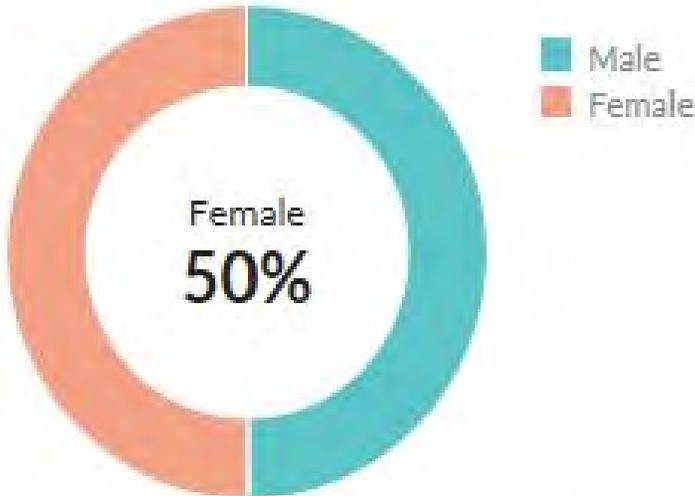
Master Planning

Figure 2. Population growth of Platte County, 1990-2012

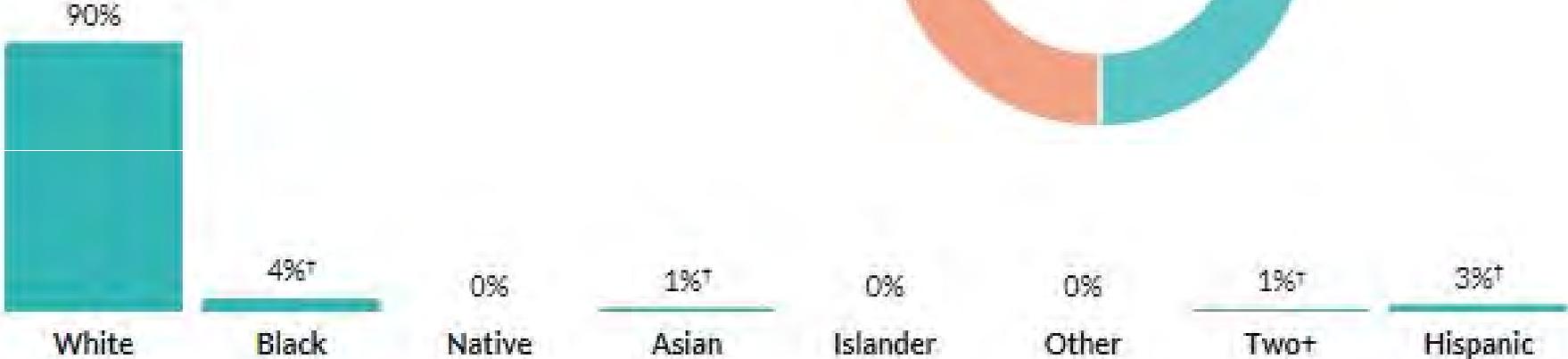


Source: MDHSS, Population MICA, 1990-2012³

Sex



Race & Ethnicity



* Hispanic includes respondents of any race. Other categories are non-Hispanic.

[Show data](#) / [Embed](#)

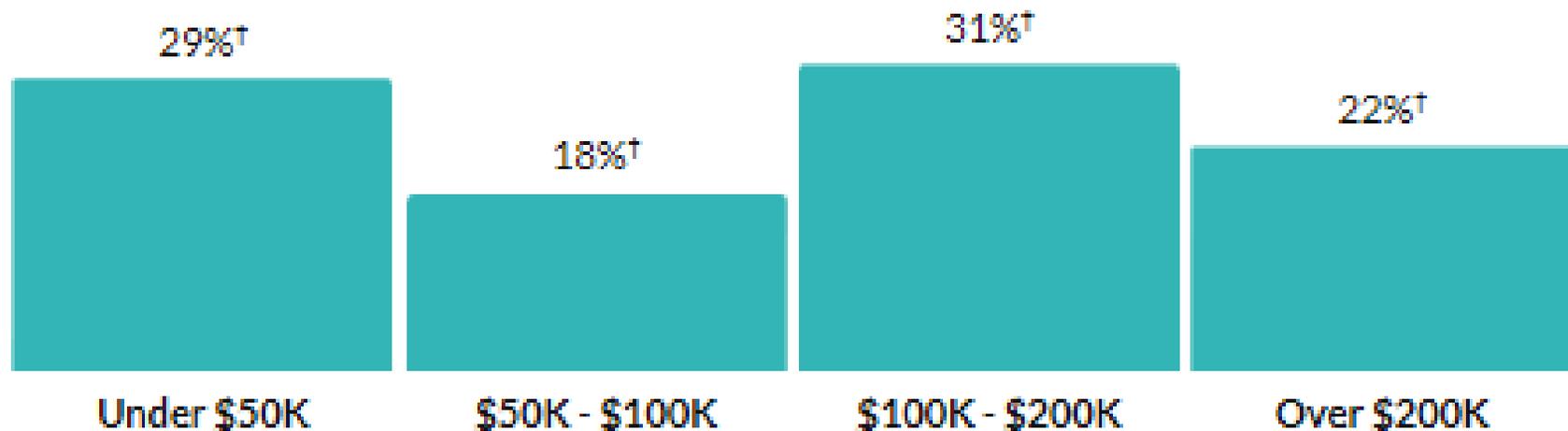
\$113,652

Median household income

about double the amount in the
Kansas City, MO-KS Metro Area:
\$57,056

more than double the amount in

Household income



Value

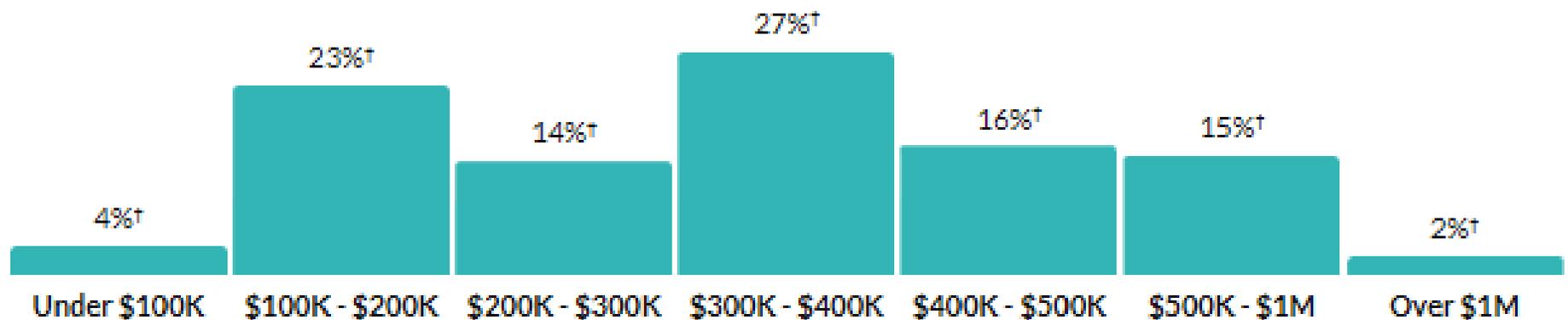
\$335,500 ±\$25,650

Median value of owner-occupied housing units

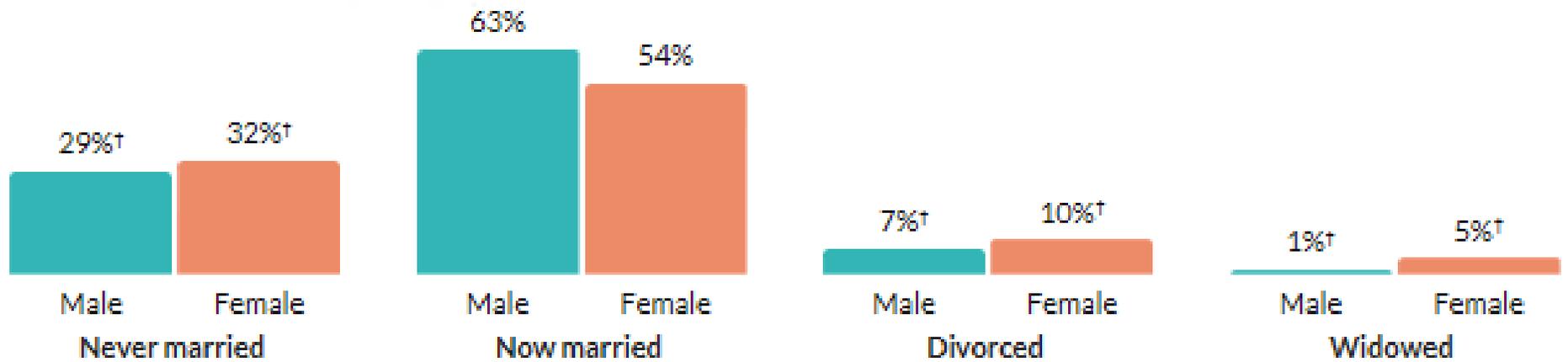
more than double the amount in the Kansas City, MO-KS Metro Area: \$158,300 ±\$734

more than double the amount in Missouri: \$136,700 ±\$511

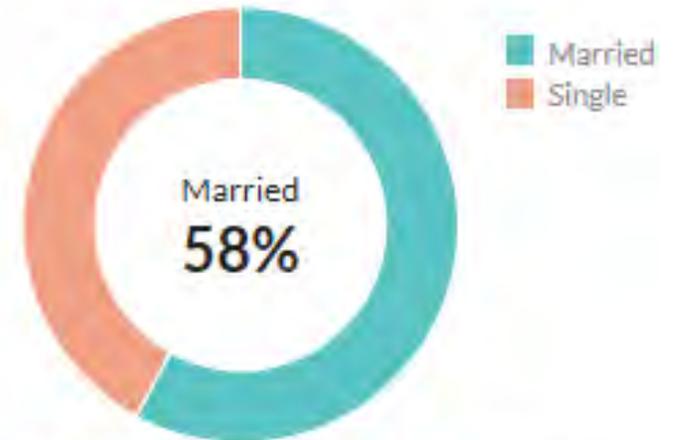
Value of owner-occupied housing units



Marital status, by sex



Marital status



* Universe: Population 15 years and over

Educational attainment

96.3%

High school grad or higher

a little higher than the rate in the
Kansas City, MO-KS Metro Area:
90.8%

about 10 percent higher than the rate
in Missouri: 88%

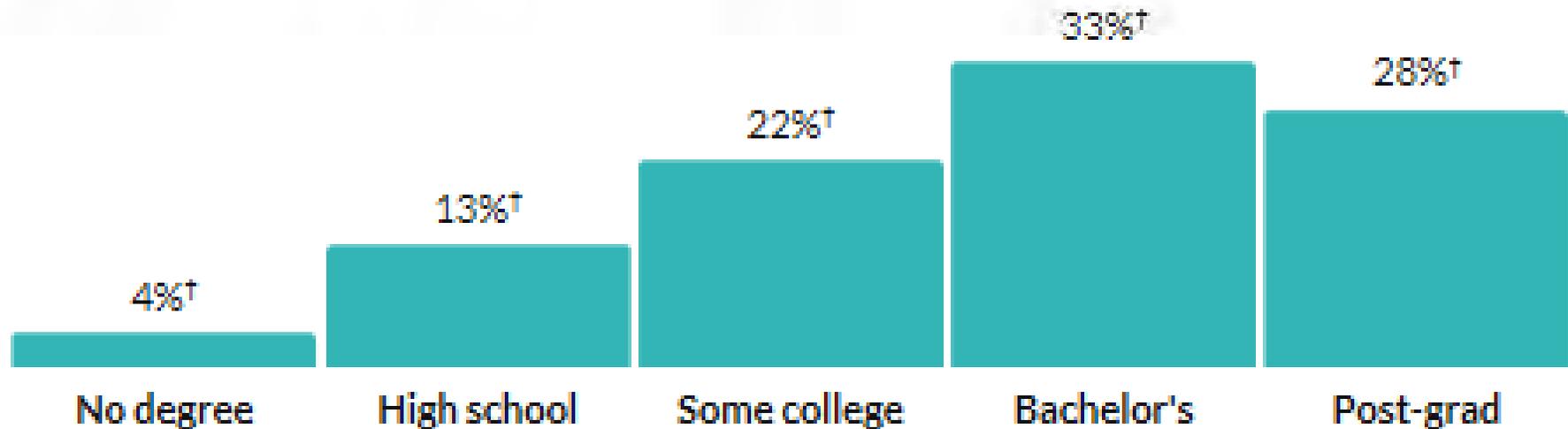
60.7%

Bachelor's degree or higher

nearly double the rate in the Kansas
City, MO-KS Metro Area: 33.6%

more than double the rate in
Missouri: 26.7%

Population by minimum level of education

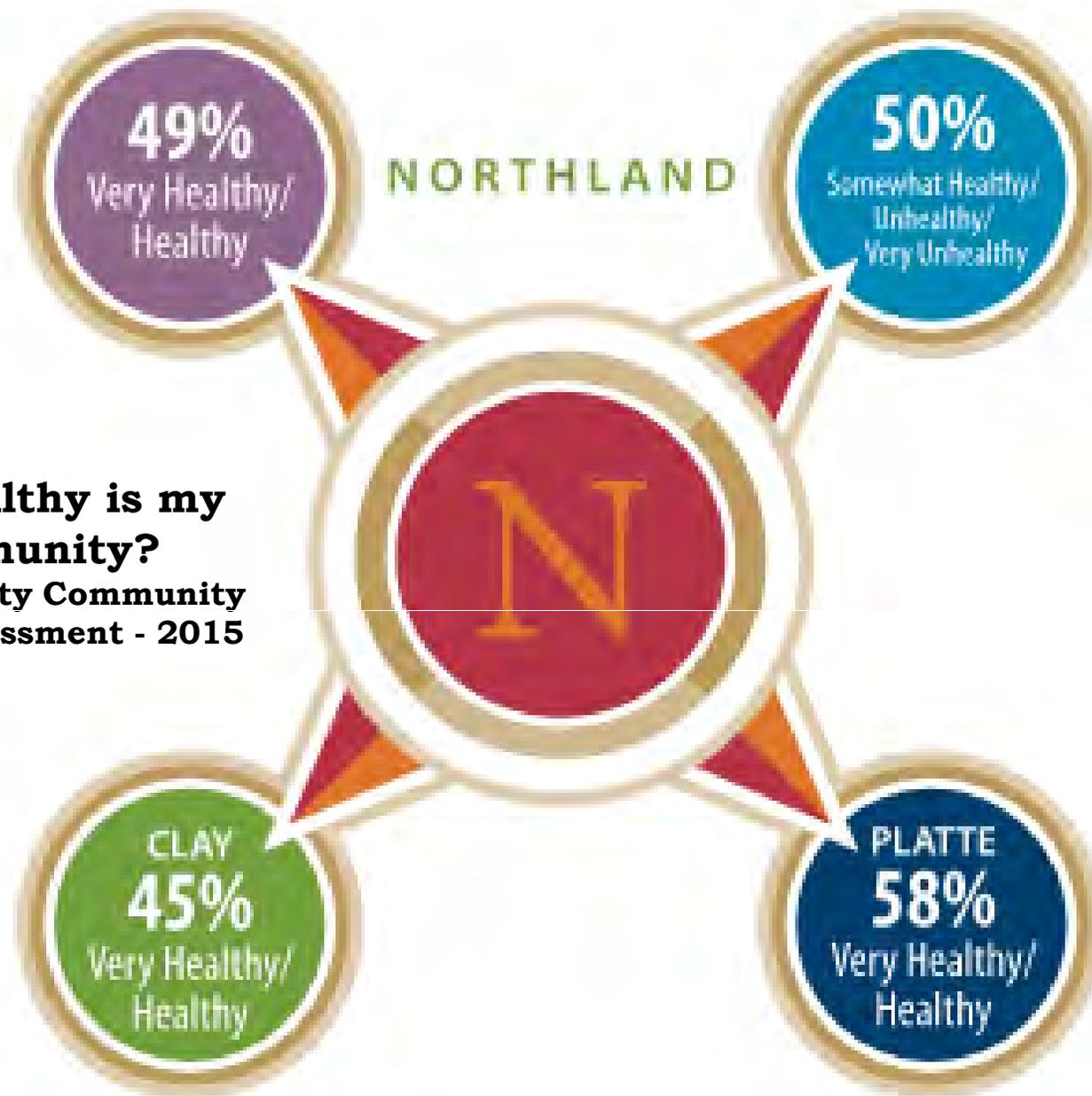


* Universe: Population 25 years and over

[Show data](#) / [Embed](#)

Community Health

**How healthy is my
community?**
**Platte County Community
Health Assessment - 2015**



Health Indicators - KC Metro Area				
County	Percent Uninsured	Percent of adults who could not see doctor past 12 months due to cost	Percent of adults with diabetes	Adults who are obese
Cass	12.40%	13%	10%	33.30%
Clay	11.40%	12%	9%	27.80%
Jackson	16.80%	15%	9%	32.70%
Platte	8.40%	11%	9%	28.40%
Ray	8.70%	13%	11%	31.90%
Johnson	8.90%	8%	7%	23.80%
Leavenworth	9.60%	10%	9%	31.60%
Miami	13%	12%	9%	30%

Identify Participants (Key Leaders)

Identify Participants (Focus Groups)

Government Officials (City & County)
Downtown Stakeholders
Schools (Including Park Univ.)
Recreation / Event Coordinators

Parks Issues Discussion

Next Steps

CITY OF PARKVILLE **Policy Report**

Date: Thursday, February 4, 2016

Prepared By:
Tim Blakeslee
Assistant to the City Administrator

Reviewed By:
Alysen Abel
Public Works Director

ISSUE:
2016 Community Land and Recreation Board officer elections.

BACKGROUND:
Pursuant to Parkville Municipal Code Chapter 150, the Community Land and Recreation Board (CLARB) acts in an advisory capacity to study trees and shrubs along streets and in other public areas; review matters of park planning or other issues brought before the Board of Aldermen; and make recommendations regarding public neighborhood beautification project requests, event approvals occurring on community public right-of-way and park land, and procedures for carrying out such events. It consists of nine members who serve staggered, three-year terms.

According to the Community Land and Recreation Board Bylaws and Procedures adopted on October 12, 2005, the officers of the Community Land and Recreation Board shall consist of a Chairman, Vice Chairman, and Secretary. The Community Land and Recreation Board shall annually elect these officers from its citizen members at its regular meeting in February. Nominations shall be made from the floor, and the person receiving a majority vote of the total Board membership shall be declared elected. Officers shall serve until their successor is elected. No member may serve as Chairman for more than three consecutive elected one-year terms.

BUDGET IMPACT:
As this is an administrative item there is no budget impact.

ALTERNATIVES:
1. Hold elections for the Chairman, Vice Chairman, and Secretary positions.
2. Re-elect current officers.

STAFF RECOMMENDATION:
Staff recommends that the Community Land and Recreation Board (CLARB) hold 2016 Board elections.

POLICY:
City Ordinance No. 2179 §1, 2-15-2005 states that the Community Land and Recreation Board shall choose its own officers.

SUGGESTED MOTION:
I move to nominate _____ as Community Land and Recreation Board Chairman

ITEM 5A

For 2-10-16 Meeting

Community Land and Recreation Board

I move to nominate _____ as Community Land and Recreation Board Vice
Chairman

I move to nominate _____ as Community Land and Recreation Board Secretary

CITY OF PARKVILLE Policy Report

Date: February 3, 2016

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Lauren Palmer
City Administrator

ISSUE:

Request to approve 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.

The Cooperative Agreement stipulates that the City will mow a ten foot strip along all walking trails and around all active developed park amenities. The City did not plan to actively maintain the native vegetation area until the implementation of the Section 1135 wetland restoration project being considered by the City, Platte County, and the Army Corps of Engineers. After the adoption of the Cooperative Agreement, the City was advised that it must actively maintain the wetland area in order to control invasive species including johnson grass. Several attempts at managed burns failed, and in August 2015, the city contracted with Vince Roberts and SurGro for the mowing and spraying of the wetland area. Since that time, staff reached out to area farmers to determine if there was interest in farming the area to control the City's maintenance costs until the construction of the Corps project. 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." The City was not aware of the 2010 property use agreement regarding farming rights at the time the Cooperative Agreement between the City and County was executed on September 16, 2013.

At the January 13, 2016, CLARB meeting, staff recommended honoring the 2010 Kringle agreement and negotiating a land lease farming agreement with Brian Kringle. At the meeting, members of CLARB raised questions about whether the City was legally bound by the 2010 Kringle agreement since the City was not a party to said agreement. There was further discussion about the cost of farming, as a source of revenue for the City. Since last month's meeting, staff reached out to legal counsel to explore the legal questions. Legal counsel initially advised to honor the agreement between Platte County and the Kringles, since the agreement predated the Cooperative Agreement between the City and Platte County. However, legal wanted to do further analysis to determine if the City had a claim to recoup any of its lost revenues from the County for failure to disclosure the 2010 Kringle agreement prior to the execution of the Cooperative Agreement. Staff plans to have additional information to share at the CLARB meeting.

ITEM 5B

For 02-10-16

Community Land and Recreation Board

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. However, the City will forfeit any potential revenue to be generated from farm rental fees by honoring the 2010 property use agreement between Brian Kringle and Platte County.

ALTERNATIVES:

1. Recommend that the Board of Aldermen approve a land lease agreement with Brian Kringle for the farming of the Platte Landing Park wetland and native vegetation area.
2. Recommend that the Board of Aldermen not honor the 2010 Kringle Agreement, and direct staff to seek competitive proposals for the farming of the Platte Landing Park wetland and native vegetation area.
3. Do not authorize an agreement for farming.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that CLARB recommend that the Board of Aldermen approve 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 recommend that the Board of Aldermen approve a land lease agreement for the farming of the Platte Landing Park wetland native vegetation area.

ATTACHMENT:

1. Land Lease Agreement
2. 2013 Cooperative Agreement (between Parkville and Platte County)
3. 2010 Property Use Agreement (between Platte County and the Kringles)

FARMING USE AGREEMENT

This Use Agreement is made and entered into this 16th 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

A legal description and aerial photo of the property will be inserted prior to the Board of Aldermen meeting.

**PLATTE LANDING PARK
COOPERATIVE DEVELOPMENT, OPERATIONS AND MANAGEMENT
AGREEMENT**

This Cooperative Development, Operation and Management Agreement (“AGREEMENT”), made and entered into this 16th day of Sept., 2013, is by and between Platte County, Missouri (COUNTY), a county of the first classification, and the City of Parkville, Missouri, a city of the fourth classification (CITY); and

WHEREAS, the COUNTY, in implementation of the Platte County Park System Master Plan, owns a total of 131.2 acres more or less of property unimproved and designated as future parkland and currently referred to as “Platte Landing Park”, located west of Main Street in Parkville, Missouri and adjacent to the Missouri River in T51 R34 Sec. 35 and T50 R34 Sec. 2, as legally described in Exhibit A, attached and incorporated herein by reference (COUNTY PROPERTY); and

WHEREAS, the CITY, in implementation of the Parkville Master Plan Update, owns a total of ten (10) acres more or less of property unimproved and designated as future parkland west of Main Street in Parkville, Missouri and adjacent to both English Landing Park and the above mentioned COUNTY property, as legally described in Exhibit B, attached and incorporated herein by reference (CITY PROPERTY); and

WHEREAS, the COUNTY and CITY, through the implementation of their respective master plan updates, consider it important for the two properties owned respectively by the COUNTY and CITY, a total of 141.2 acres more or less, to be properly master planned; sustainably developed, maintained and operated; and open to the public for park and recreation opportunities; and

WHEREAS, the COUNTY considers it important to develop partnerships to maximize resources to provide park and recreation opportunities; and

WHEREAS, the CITY recognizes the recreational needs of the Parkville area and has a long history of opening facilities in the community to meet these needs; and

WHEREAS, the COUNTY and the CITY entered into a Memorandum of Understanding on April 5, 2011, for the cooperative development and operation of the CITY PROPERTY and the COUNTY PROPERTY; and

WHEREAS, the Platte Landing Park Master Plan, attached as Exhibit C and incorporated herein by reference, was mutually developed during a public input process through the COUNTY and the CITY, and the master plan was adopted by the COUNTY on August 20, 2012, and adopted by the CITY on September 4, 2012; and

WHEREAS, the COUNTY and the CITY have and will continue to cooperate on the master planning, development, operation and funding of new park facilities located on the CITY PROPERTY and the COUNTY PROPERTY; and

WHEREAS, the COUNTY and the CITY have and will continue to share responsibilities and resources in good faith with the mutual intent of furthering the general public welfare regarding the plans heretofore set forth, the COUNTY and the CITY consider it appropriate to memorialize certain understandings to better assure that these facilities and programs will continue to be a valuable resource to the community; and

NOW, THEREFORE, in consideration of the premises and of the agreements set forth hereinafter, the COUNTY and CITY agree as follows:

ARTICLE I – TERM OF AGREEMENT

Section 1. Term. This AGREEMENT shall remain in effect until amended or terminated by written consent of the parties. The AGREEMENT may be amended at any

time by mutual written agreement. The AGREEMENT may be terminated by either of the parties by giving the other party no less than twelve (12) months written notice of intent to terminate the AGREEMENT.

ARTICLE II – PROPERTY OWNERSHIP

Section 1. Title and Ownership. The parties acknowledge and agree that title and ownership of the CITY PROPERTY shall at all times remain in the CITY. The parties also acknowledge and agree that title and ownership of the COUNTY PROPERTY shall at all times remain in the COUNTY.

ARTICLE III – MANAGEMENT OF PROPERTY

Section 1. Maintenance, Operations, and Programming. The CITY, under all circumstances, shall assume and be responsible for all daily operations, maintenance, and programming responsibilities in perpetuity for both the CITY PROPERTY and the COUNTY PROPERTY. Daily operations and maintenance responsibilities shall include tasks such as vegetation management, tree and shrub pruning and trimming, erosion control, debris and trash removal, general cleaning and disinfecting, trail surface maintenance, road and parking surface maintenance, including crack filling and repair of potholes up to approximately 8” in size, mulch spreading, securing utilities, athletic field grounds management, and any other necessary daily activity to ensure an aesthetically pleasing, safe and secure environment for park patrons. CITY shall mow turf areas around all active developed park amenities including a ten (10’) foot strip along all walking trails when turf reaches a height of approximately six (6”) inches and no greater than twelve (12”) inches. CITY shall determine all other minimum maintenance standards for both the CITY and COUNTY PROPERTY and will perform daily operations and maintenance responsibilities in a manner consistent with the operations and maintenance of other similar parks facilities under the ownership and control of the CITY. CITY, at its sole discretion, may charge for rentals, programs and special events held on CITY AND COUNTY properties with the understanding that CITY shall receive,

retain, and use any and all revenues strictly for the maintenance and improvement of the properties. COUNTY, under all circumstances, shall assume and be responsible for all capital maintenance and replacement in perpetuity for improvements upon CITY PROPERTY AND COUNTY PROPERTY made per the mutually adopted Platte Landing Park Master Plan. Capital maintenance and replacement shall include, but not be limited to, major tasks such as resurfacing of road and parking areas and replacement or removal of unsafe or damaged infrastructure.

Section 2. Flood, Fire, Tornado or any Natural Disaster Preparedness and Recovery. Because of their location fronting the Missouri River, the PROPERTIES may flood frequently. The CITY agrees to address minor flooding events as they may occur from time to time consistent with the routine maintenance responsibilities described in Article III, Section 1. The COUNTY and the CITY shall cooperate mutually with respect to natural disaster preparedness and recovery resulting from damage to the properties, including closure of park areas, post-disaster clean-up, and management of state and federal assistance related to natural disaster damage of the properties. CITY shall be responsible for initial debris and siltation removal resulting from natural disasters through the commitment of in-kind manpower and equipment resources up to the COUNTY'S property insurance deductible of Twenty Five Thousand Dollars (\$25,000). COUNTY shall be responsible for repair and restoration of improvements on PROPERTIES damaged as a result of natural disasters, beyond the CITY's initial efforts, from COUNTY'S insurance proceeds, federal/state assistance grants, or other available sources.

Section 3. Sub-Agreements. The CITY may enter into sub-agreements with other agencies and organizations, including for-profit private organizations, for the maintenance, operations, programming and use of the CITY PROPERTY and the COUNTY PROPERTY. CITY shall give priority consideration to Parkville and Platte County based organizations when allocating sub-agreements and shall publicly advertise sub-agreement opportunities through CITY's standard procedures. CITY shall be under no obligation to decline to enter into sub-agreements when no Parkville or Platte County

based organization exists or to award sub-agreements to a Parkville or Platte County based organization that does not offer the best sub-agreement proposal to the CITY. Further, CITY shall ensure all sub-agreement recipients follow all terms and conditions of this AGREEMENT including maintenance of all park areas and repair and restoration of any park areas damaged during use.

Section 4. Non-Performance. Should the CITY designate a representative(s) through a sub-agreement to perform the CITY’S maintenance, operations, and/or programming responsibilities under this AGREEMENT, and should such representative(s) be unable to perform the required maintenance, operations, and programming tasks, the CITY shall assume such responsibilities.

Section 5. Identification and Recognition. The COUNTY and the CITY will cooperate and mutually approve the style and design of all signage so that both PROPERTIES will be tastefully and consistently marked. The parties agree that an identification or monument sign is included in the construction plans for Phase One-A for “Platte Landing Park,” which will be erected by the COUNTY near the entrance of the CITY PROPERTY and the COUNTY PROPERTY, that will identify the partnership effort.

Section 6. Naming Rights. The COUNTY and the CITY will cooperate and mutually approve the naming of any area or amenity within the PROPERTIES. Further the COUNTY AND CITY acknowledge the COUNTY has previously granted naming rights to an amenity to be determined within the COUNTY PROPERTY after the Kringle Family as further described in Exhibit “D”.

Section 7. Public Use. All park and recreation facilities and related amenities located on the CITY PROPERTY and COUNTY PROPERTY will be available to the public during normal operating hours established by the CITY consistent with other CITY parks and recreational facilities unless scheduled for special events or activities.

ARTICLE IV – COMMITMENTS

Section 1. Perpetuity of Improvements for Community Recreation. All park and recreation improvements and related infrastructure improvements located on the CITY PROPERTY and COUNTY PROPERTY that receive COUNTY funds shall be dedicated to the primary purpose of community recreational use in perpetuity. All park and recreation improvements located on the CITY PROPERTY and COUNTY PROPERTY that receive CITY funds shall be dedicated to the primary purpose of community recreational use in perpetuity.

Section 2. Insurance. CITY shall secure and maintain through the duration of this Agreement General Public Liability Insurance for CITY and COUNTY properties with minimum limits as the CITY deems appropriate through CITY's standard insurance provider. COUNTY shall secure and maintain through the duration of this Agreement Property Insurance for all improvements agreed to and made upon CITY and COUNTY properties through COUNTY's standard insurance provider. Parties acknowledge that as of the date of this AGREEMENT both the COUNTY and CITY utilize Midwest Public Risk for liability and property insurance coverage. Should either party elect to change insurance providers, in its sole discretion, said party shall give the other party thirty (30) days written notice of intent to change providers. Any party changing providers shall endeavor to maintain coverage types and levels consistent with coverage in place at the time of this AGREEMENT.

Section 3. Additional Resources. The COUNTY and CITY agree to collaboratively seek alternative sources of funding, including public and private grants, to further develop recreational amenities and provide for long-term sustainable capital maintenance and management at the park.

Section 4. Donations. The CITY and the COUNTY are authorized to seek the donation of funds and services for improvements to the CITY PROPERTY and the COUNTY PROPERTY.

Section 5. Grant Funds. All grant funds that have been awarded to either the CITY or the COUNTY for development, operation and programming of the CITY PROPERTY and the COUNTY PROPERTY must fulfill the development goals identified in the adopted master plan, or any amendments thereto, for the PROPERTIES. The use of grant funds shall be in compliance with the all guidelines set forth by the grant awarding entities. The PROPERTIES shall be eligible for future Outreach Grants as may be applied for by the CITY and awarded by COUNTY through the Outreach Grant Program's established guidelines.

ARTICLE V – PARK DEVELOPMENT

Section 1. Master Plan Implementation. Development of the CITY PROPERTY and COUNTY PROPERTY will be directed by the adopted master plan and the Phase One-A development plan attached to this AGREEMENT as Exhibit "E". All future development shall be harmonious with the design and integrity of the adopted master plan. Amendments to the adopted master plan must be mutually approved by the CITY and COUNTY in writing.

Section 2. Design and Construction Standards. All construction and capital improvements on the CITY PROPERTY and the COUNTY PROPERTY must meet approved CITY and COUNTY design and engineering criteria. The COUNTY and CITY agree that all capital improvements and supporting infrastructure will take into consideration the many important attributes and characteristics of the CITY PROPERTY and the COUNTY PROPERTY including, but not limited to, proximity to English Landing Park, proximity to downtown Parkville, its location in a floodway/floodplain and the desire to restore and enhance the natural landscape of the area with complementary recreational amenities. Both the CITY and the COUNTY must mutually agree upon all capital improvements.

Section 3. Capital Improvements Implementation. The COUNTY and CITY agree that engineering/architectural construction documents will be developed as a part of the planning process to guide development. The COUNTY and CITY shall cooperate with respect to bidding, construction, inspection and final approval of all improvements to the PROPERTIES. The COUNTY shall provide a report at the conclusion of any construction project implementation that will detail all park development related revenues and expenditures.

Section 4. Phase One-A Park Construction. CITY and COUNTY acknowledge both entities have reviewed and approved the Phase One-A construction plans for Platte Landing Park as noted on the attached Exhibit "E". The CITY and COUNTY shall jointly approve any major design changes to the construction plans. COUNTY shall act as construction administrator for project implementation, bid the project through the COUNTY'S standard bidding process and contract with the successful bidder(s). CITY shall grant to the COUNTY access across CITY PROPERTY to construct the improvements identified in the Phase One-A construction plans, including the installation of improvements upon CITY PROPERTY. The COUNTY will maintain ownership of all Phase One-A construction improvements. The CITY and COUNTY shall each appoint officials from their respective entities to oversee construction of improvements on the CITY PROPERTY and the COUNTY PROPERTY and, upon substantial completion of construction by the contractor(s), shall each certify work as acceptable to each respective entity before final payment is made to the contractor(s) by COUNTY. The appointed officials for the CITY are the City Administrator and the Public Works Director. The appointed official for the COUNTY is the Parks and Recreation Department Director. COUNTY shall hold regular construction meetings during implementation of Phase One-A improvements and notify the appointed CITY official of the time, place and agenda for all meetings.

Section 5. Coordination Meetings. At least once annually, the COUNTY and CITY shall meet and discuss their respective activities, both for the preceding year and for the prospective year, on behalf of the amenities and programs developed by this

agreement. The COUNTY and the CITY will work to coordinate activities to provide the most efficient operation, delivery of services, and financial and/or logistical assistance possible.

ARTICLE VI – GENERAL PROVISIONS

Section 1. Other Terms or Verbal Contracts. This AGREEMENT constitutes the entire agreement between the parties. Terms not specifically set out herein including without limitation any verbal agreement or conversation with any officer, official, agent or employee of the CITY or the COUNTY, either before or after the execution of the AGREEMENT, shall not modify or add to the obligations contained in this document. Any such purported term, verbal contract, or conversation shall in no way be binding upon the CITY or the COUNTY.

Section 2. Notice. Any notice provided for under this AGREEMENT shall be in writing and shall be sent by registered or certified mail to the parties at the addresses shown below or by electronic facsimile transmission to the telephone numbers shown below. Any notice mailed in accordance with this paragraph shall be conclusively presumed to be delivered on the second day after mailing; or if by facsimile on the date transmitted. Other notice, whether actual or presumed, and whether received or not, shall be of no force or effect.

Notices to the CITY shall be mailed to:

City Administrator
8880 Clark Avenue
Parkville, Missouri 64152
Fax: (816) 741-7676

Notices to the COUNTY shall be mailed to:

Director
Platte County Parks and Recreation Department
415 Third Street
Platte City, Missouri 64079

Fax: (816) 858-1999

Section 3. Severability. In the event that any provision of this AGREEMENT is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this AGREEMENT shall be valid unless the court finds the valid provisions of this AGREEMENT are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this AGREEMENT could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Section 4. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this AGREEMENT, nor consent to any departure therefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this AGREEMENT and any consent to any departure from the terms of any provision of this AGREEMENT is to be effective only in the specific instance and for the specific purpose for which given.

Section 5. Captions. Captions contained in this AGREEMENT have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this AGREEMENT or the intent of any provision hereof.

Section 6. Counterparts. This AGREEMENT may be executed by the parties via separate signatory counterparts, and all such counterparts so executed constitute one agreement binding on the parties notwithstanding that the parties are not signatories to the same counterpart.

Section 7. Failure or Delay. Neither failure nor delay on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; neither a single or partial exercise of any right, power or privilege

hereunder precludes any other or further exercise thereof, or the exercise of any other right, power, or privilege. No additional notice to or demand on any party shall in any case entitle such party to any other or further such notice or demand in similar or other circumstances unless specially required hereunder.

Section 8. Further Assurances. The parties will execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this AGREEMENT.

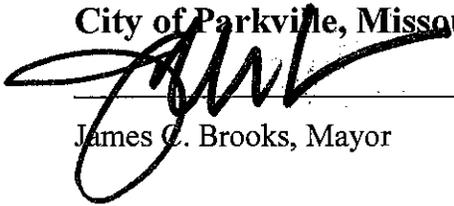
Section 9. Governing Law and Venue. This AGREEMENT and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of law rules. In addition, it is agreed by the parties that any action at law, suit in equity or other judicial proceeding to enforce or construe this AGREEMENT or respecting its alleged breach shall be instituted only in the Circuit Court of Platte County, Missouri.

Section 10. Successors and Assigns. All provisions of this AGREEMENT are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective successors and assigns.

Section 11. Third-Party Beneficiary. This AGREEMENT is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this AGREEMENT. No officer, official, employee or agent of the CITY or the COUNTY shall be personally responsible for any liability arising under or growing out of this AGREEMENT or operations of the CITY or the COUNTY under the terms of the AGREEMENT.

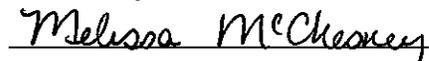
IN WITNESS WHEREOF, COUNTY and CITY for themselves, and their successors and assigns, have executed this Agreement as of the day and year first above written.

City of Parkville, Missouri



James C. Brooks, Mayor

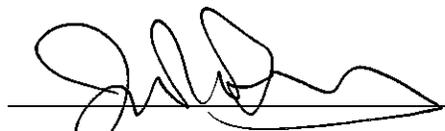
Attest:



Melissa McChesney, City Clerk



Platte County, Missouri



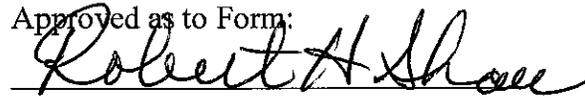
Jason Brown, Presiding Commissioner

Attest:  9/10/13

Joan Harms, County Clerk



Approved as to Form:



Robert H. Shaw, County Counselor

EXHIBIT "A"

COUNTY PROPERTY LOCATION LEGAL DESCRIPTION

Platte County Property in Parkville, T51N R34 Sec. 35 & T50N R34 Sec. 2

Surveyed Legal Description: Commencing at the Center of Section 35, Township 51 North, Range 34 West, Platte County, Missouri; thence along the East line of the West fractional half of said fractional Section 35 and the Southerly prolongation thereof South 00 degrees 14 minutes 39 seconds West, 809.83 feet to the centerline of an existing ditch and the Point of Beginning; thence continuing along the East line of the West fraction half of said fractional Section 35 and the Southerly prolongation thereof South 00 degrees 14 minutes 39 seconds west, 639.73 feet; thence departing from said line South 16 degrees 12 minutes 33 seconds West, 101.20 feet; thence South 80 degrees 16 minutes 43 seconds West, 517.18 feet; thence South 09 degrees 43 minutes 17 seconds East, 5.79 feet; thence South 65 degrees 21 minutes 43 seconds West, 605.79 feet; thence South 24 degrees 38 minutes 17 seconds East, 50.00 feet; thence North 65 degrees 21 minutes 43 seconds East, 50.00 feet; thence North 24 degrees 38 minutes 17 seconds West, 35.00 feet; thence North 65 degrees 21 minutes 43 seconds East, 250.00 feet; thence South 24 degrees 38 minutes 17 seconds East, 35.00 feet; thence North 65 degrees 21 minutes 43 seconds East, 50.00 feet; thence North 24 degrees 38 minutes 17 seconds West, 35.00 feet; thence North 65 degrees 21 minutes 43 seconds East, 251.79 feet; thence South 09 degrees 43 minutes 17 seconds East, 28.69 feet; thence North 80 degrees 16 minutes 43 seconds East, 251.79 feet; thence South 09 degrees 43 minutes 17 seconds East, 28.69 feet; thence North 80 degrees 16 minutes 43 seconds East, 50.00 feet; thence North 09 degrees 43 minutes 17 seconds West, 35.00 feet; thence North 80 degrees 16 minutes 43 seconds East, 459.86 feet; thence South 16 degrees 17 minutes 36 seconds West, 36.65 feet; thence North 77 degrees 17 minutes 10 seconds East, 43.69 feet to the East line of the West fractional half of said fractional Section 35 and the Southerly prolongation thereof; thence along said line South 00 degrees 14 minutes 39 seconds West, 19.49 feet to the Northerly left bank of the Missouri River; thence along said bank the following courses and distances: South 72 degrees 39 minutes 03 seconds West, 289.56 feet; thence South 68 degrees 00 minutes 45 seconds West, 729.93 feet; thence South 74 degrees 11 minutes 27 seconds West, 148.40 feet; thence South 56 degrees 56 minutes 56 seconds West, 198.01 feet; thence South 63 degrees 13 minutes 56 seconds West, 221.99 feet; thence South 55 degrees 18 minutes 08 seconds West, 195.15 feet; thence South 61 degrees 39 minutes 39 seconds West, 181.79 feet; thence South 54 degrees 28 minutes 35 seconds West, 560.19 feet; thence South 57 degrees 36 minutes 37 seconds West, 163.52 feet; thence South 49 degrees 59 minutes 59 seconds West, 340.56 feet to the West line of said fractional Section 35 and the Southerly prolongation thereof; thence along said line North 00 degrees 16 minutes 53 seconds East, 3543.70 feet to the centerline of an existing ditch; thence along said centerline the following courses and distances: South 62 degrees 30 minutes 32 seconds East 91.43 feet; thence South 72 degrees 10 minutes 13 seconds East 325.21 feet; thence South 71 degrees 45 minutes 40 seconds East, 542.58 feet; thence South 67 degrees 10 minutes 47 seconds East, 164.41 feet; thence South 63 degrees 27 minutes 30 seconds East, 510.35 feet; thence South 57 degrees 36 minutes 32 seconds East, 350.25 feet; thence South 52 degrees 37 minutes 06 seconds East, 312.50 feet; thence South 48 degrees 47 minutes 26 seconds East, 336.18 feet; thence South 58 degrees 52 minutes 53 seconds East, 155.54 feet to the Point of Beginning.

The above described tract of land contains 131.20 acres, more or less, and is subject to all recorded and unrecorded easements, restrictions and right-of-ways.

EXHIBIT "B"

CITY PROPERTY LOCATION LEGAL DESCRIPTION

CONTAINING 676,686 SQUARE FEET OR 13.24 ACRES ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 61 NORTH, RANGE 34 WEST. IN THE CITY OF PARKVILLE. PLATTE COUNTY. MISSOURI. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S00°02'10"W. ALONG THE WEST LINE OF SAID QUARTER A DISTANCE OF 377.32 FEET TO THE SOUTHWEST CORNER OF THE FINAL REPLAT OF THE AMENDED PLAT OF ENGLISH LANDING FIRST PLAT. A SUBDIVISION IN SAID PARKVILLE, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREINDESCRIBED; THENCE S76°00'02"E, ALONG THE SOUTHERLY LINE OF SAID PLAT. A DISTANCE OF 740.29 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET. THENCE S16°03'46"W. ALONG SAID RIGHT OF WAY LINE. A DISTANCE OF 811.68 FEET; THENCE S77°04'49"W. A DISTANCE OF 607.24 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N00°02'~0"E. ALONG SAID WEST LINE, A DISTANCE OF 1072.49 FEET TO THE POINT OF BEGINNING.

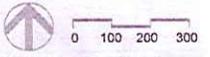
TOGETHER WITH A TRACT OF LAND DESCRIBED AS FOLLOWS: ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 61 NORTH. RANGE 34 WEST. IN THE CITY OF PARKVILLE. PLATTE COUNTY. MISSOURI. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S00°02'~0"W. ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 1612.83 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE N77°04'49"E. A DISTANCE OF 466.79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF MAIN STREET. THENCE S16°03'46"W. ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 24. 70 FEET MORE OR LESS TO A POINT ON THE NORTHERLY WATERS EDGE OF THE MISSOURI RIVER AS LOCATED ON MAY 27, 2006; THENCE S76°14'~0"W, ALONG SAID NORTHERLY WATERS EDGE AS LOCATED, A DISTANCE OF 460.44 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N00°02'10"E. A DISTANCE OF 28.98 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT “C”
ADOPTED PLATTE LANDING PARK MASTER PLAN



PLATTE LANDING PARK

phase 1
HDR



PLATTE LANDING PARK

phase 2
HDR



PLATTE LANDING PARK

phase 3
HDR

EXHIBIT “D”
KRINGLE PROPERTY USE AGREEMENT

PROPERTY USE AGREEMENT

This Property Use Agreement is made this 8th day of May, 2008, by and between BRIAN KRINGLE and WANDA KRINGLE, Husband and Wife ("Kringles"), and PLATTE COUNTY, MISSOURI ("County").

WHEREAS, Kringles and County have entered into a contract for the purchase by County of certain real property located in Section 35, Township 51, Range 34 in Parkville, Platte County, Missouri, consisting of approximately 128.5 acres more or less, which is more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the closing of said contract is scheduled for May 29, 2008 or such other date as mutually acceptable to the parties; and

WHEREAS, Kringles and County wish to enter into a Property Use Agreement upon said closing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Property Use and Management. Beginning immediately upon closing, and continuing through December 31, 2009, Kringles shall be solely responsible for maintaining the Property and may continue to conduct farming operations thereon. In addition, Kringles may retain any crop proceeds derived from the Property. County may, at their sole discretion, develop walking paths during this period along the riverfront portions of the property and go upon entire tract to inspect, survey, or for any other purpose. No other material alternation of the Property shall be made without the express written consent of both parties.

Beginning January 1, 2010 County shall be solely responsible for all property use and management.

2. Property Recognitions. Kringles shall be recognized at the Property through appropriate signage by the naming of a sports field or other amenity "Kringles", after the property is developed by County.

3. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and personally delivered, sent by telecopier, delivered to a reputable courier service with no later than next-day delivery instructions, or mailed by United States certified mail, return receipt requested, postage prepaid, and addressed as follows:

County: Brian Nowotny
Platte County Parks and Recreation
415 Third Street
Suite 115
Platte City, MO 64079

Kringles: Brian and Wanda Kringles
12018 NW Hwy FF
Parkville, MO 64152

Service and delivery hereunder of any notice shall be deemed given, effective and complete upon personal delivery, confirmed telecopier receipt, delivery to the courier service, or receipt of any mailing as specified in this section. Either party may, at any time or from time to time, designate in writing a substitute address for the address that set forth above, and thereafter notices shall be directed to such substitute address.

4. Validity of Agreement. Kringles and County each warrant, represent and agree that execution of this Agreement, and any other documents executed or

delivered pursuant to the provisions hereof, has been duly authorized by them, that this Agreement is duly executed by them and that the obligations herein set forth are their valid and binding obligations enforceable in accordance with its terms.

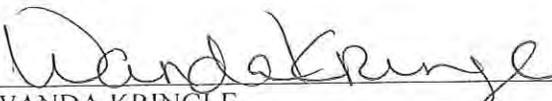
5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Kringles and County have executed and delivered this Agreement as of the date first set forth above.

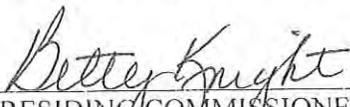


BRIAN KRINGLE



WANDA KRINGLE

PLATTE COUNTY, MISSOURI

BY: 

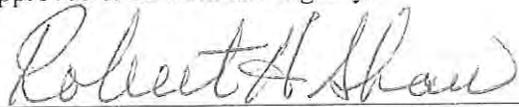
PRESIDING COMMISSIONER

ATTEST:

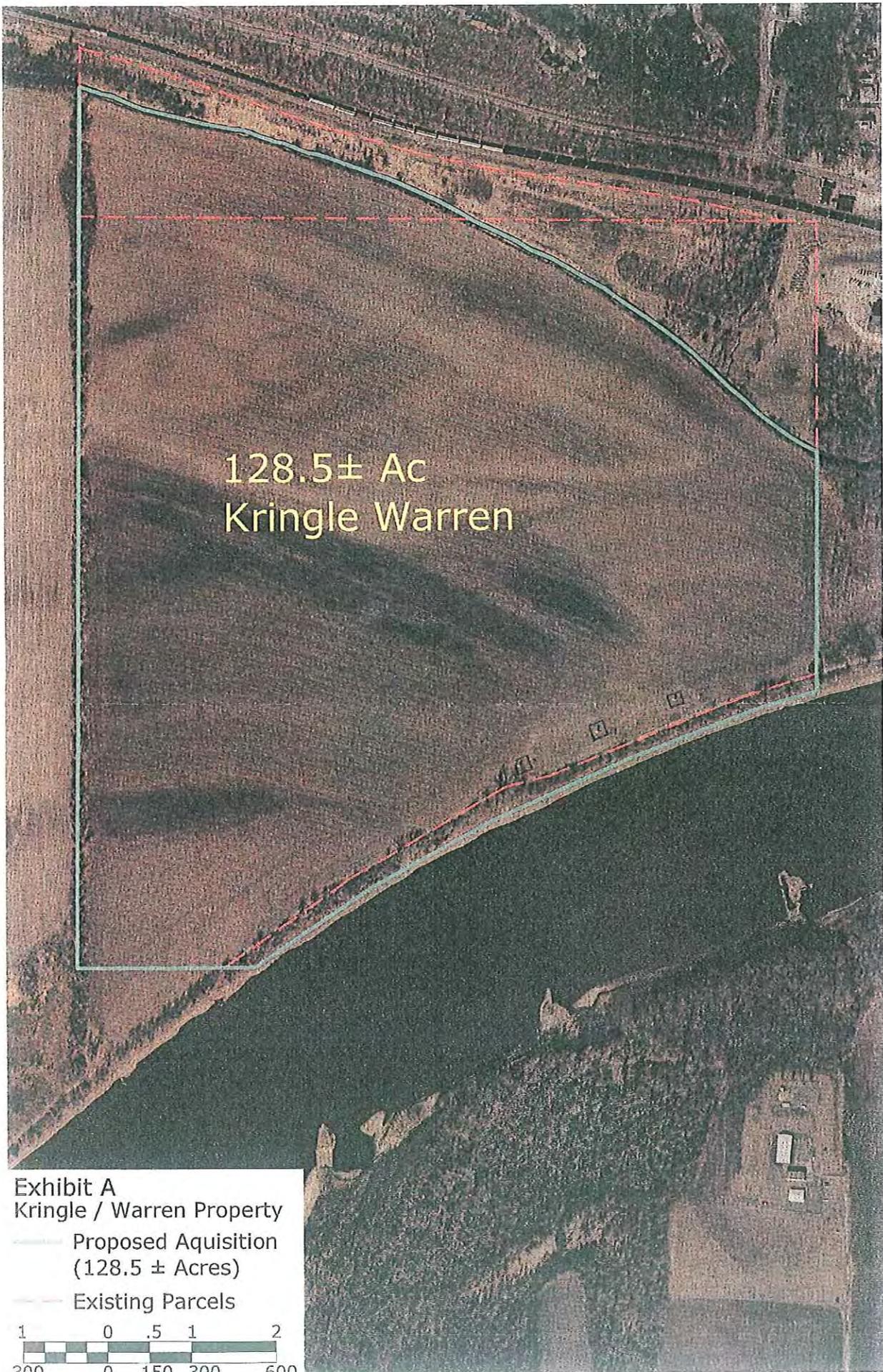


COUNTY CLERK

Approved to as form and legality:



ROBERT H. SHAW, COUNTY COUNSELOR

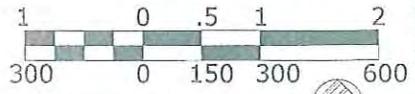


128.5± Ac
Kringle Warren

Exhibit A
Kringle / Warren Property

— Proposed Aquisition
(128.5 ± Acres)

- - - Existing Parcels



SCALE 1" = 300'





PLATTE COUNTY COMMISSION

BEVERLEE ROPER
1ST DISTRICT COMMISSIONER

JASON BROWN
PRESIDING COMMISSIONER

DUANE SOPER
2ND DISTRICT COMMISSIONER

COURT ORDER: 2013-CO-334

Department: Parks and Recreation

Prepared by: Brian Nowotny

Court Order Title: Platte Landing Park Cooperative Development, Operations and Management Agreement

WHEREAS, on May 14, 2009, the County Commission adopted the Park System Master Plan as recommended by the Platte County Board of Park Commissioners; and

WHEREAS, the Parks System Master Plan identified community needs and recommended certain capital improvement projects to support recreational, health, and wellness activities to serve the needs of Platte County residents, and

WHEREAS, one such priority capital improvement project has been the development of "Platte Landing Park", and

WHEREAS, the County of Platte and City of Parkville entered into a Memorandum of Understanding on May 2nd, 2011 guiding the planning and future development and operation of Platte Landing Park, and

WHEREAS, the County of Platte and the City of Parkville wish to work together for mutual public benefit for the ongoing planning, development, operation, and management of Platte Landing Park,

NOW, THEREFORE, IT IS HEREBY ORDERED by the Platte County Commission as follows:

Section 1. The County is hereby authorized to enter into a Cooperative Development, Operations, and Management Agreement with the City of Parkville for the purpose of allocating the responsibilities for the planning, development, and management of the area known as Platte Landing Park.

Section 2. The Presiding Commissioner and the County Clerk are hereby authorized to execute the Agreement, in substantially the form as attached hereto, and are also authorized to execute any further documents necessary to complete the terms of the agreement.

Section 3. This Order shall be effective immediately upon passage.

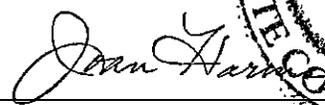
Done this 16th day of September, 2013, at Platte City, Missouri.

Budget Impact: \$0.00

APPROVED BY THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI, ON

THIS 16th DAY OF September, 2013.

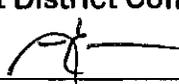
ATTEST:


Joan Harms
County Clerk




Jason Brown
Presiding Commissioner


Beverlee Roper
1st District Commissioner


Duane Soper
2nd District Commissioner

PROPERTY USE AGREEMENT

This Property Use Agreement is made this 21st day of January, 2010, by and between BRIAN KRINGLE and WANDA KRINGLE, Husband and Wife ("Kringles"), and PLATTE COUNTY, MISSOURI ("County").

WHEREAS, County owns certain real property located in Section 35, Township 51, Range 34 in Parkville, Platte County, Missouri, consisting of approximately 130 acres more or less, which is more particularly described in Exhibit "A" attached hereto (the "County Property"); and

WHEREAS, Kringles own certain real property located in Sections 30 and 31, Township 51, Range 34, and Section 25, Township 51, Range 35, and Sections 27 and 34, Township 52, Range 35 which is more particularly described in Exhibit "B" and "C" attached hereto (the "Kringle Property"), and

WHEREAS, Kringles and County wish to enter into a Property Use Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Property Use and Management – County Property. Beginning immediately and continuing through December 31, 2011, Kringles shall be solely responsible for maintaining the County Property and may continue to conduct farming operations thereon. In addition, Kringles may retain any crop proceeds derived from the County Property. County may, at its sole discretion, develop walking paths during this period along the waterway portions of the County Property and go upon the entire tract to inspect, survey, or for any other purpose. No other

material alternation of the County Property shall be made without the express written consent of both parties. Beginning January 1, 2012, County shall be solely responsible for all property use and management. Should County desire to continue farming operations beyond January 1, 2012 on County Property, Kringles shall have first right to maintain and farm property with no additional compensation due County.

2. Property Use and Management – Kringle Property. At the time of the execution of this Agreement, Kringles shall grant County a perpetual easement for the purpose of constructing and maintaining public hiking and biking trails across and along a 100 foot wide easement tract located along the riverfront portions of the Kringle Property, with said easement being in substantially the same form as set forth in the attached Exhibit B. The easement shall run with the land and County shall utilize the easement for the sole purpose of public recreation. County shall be responsible for all trail construction and maintenance. County may develop trails at any time upon the easement tract, however the general public shall not be allowed upon the easement tract until County has constructed improvements consistent with other trail projects in its parks system. Kringles shall have full rights to continue farming operations around the easement tract, including the right to cross the easement tract to access the river for any purpose, provided, however, no farming operations or activities shall interfere with the safe and continuous operation of County's public hiking and biking trails. The easement shall include a grant to County of rights of ingress and egress across the Kringle property to the easement tract.

3. Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and personally delivered, sent by telecopier, delivered to a reputable courier service with no later than next-day delivery instructions, or mailed by United States certified mail, return receipt requested, postage prepaid, and addressed as follows:

County: Director of Parks and Recreation
Platte County Parks and Recreation
415 Third Street
Platte City, MO 64079

Kringles: Brian and Wanda Kringle
12018 NW Hwy FF
Parkville, MO 64152

Service and delivery hereunder of any notice shall be deemed given, effective and complete upon personal delivery, confirmed telecopier receipt, delivery to the courier service, or receipt of any mailing as specified in this section. Either party may, at any time or from time to time, designate in writing a substitute address for the address that set forth above, and thereafter notices shall be directed to such substitute address.

4. Validity of Agreement. Kringles and County each warrant, represent and agree that execution of this Agreement, and any other documents executed or delivered pursuant to the provisions hereof, has been duly authorized by them, that this Agreement is duly executed by them and that the obligations herein set forth are their valid and binding obligations enforceable in accordance with its terms.

5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Kringles and County have executed and delivered this Agreement as of the date first set forth above.



BRIAN KRINGLE



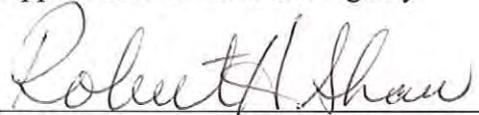
WANDA KRINGLE

PLATTE COUNTY, MISSOURI

BY: 
ACTING _____
PRESIDING COMMISSIONER

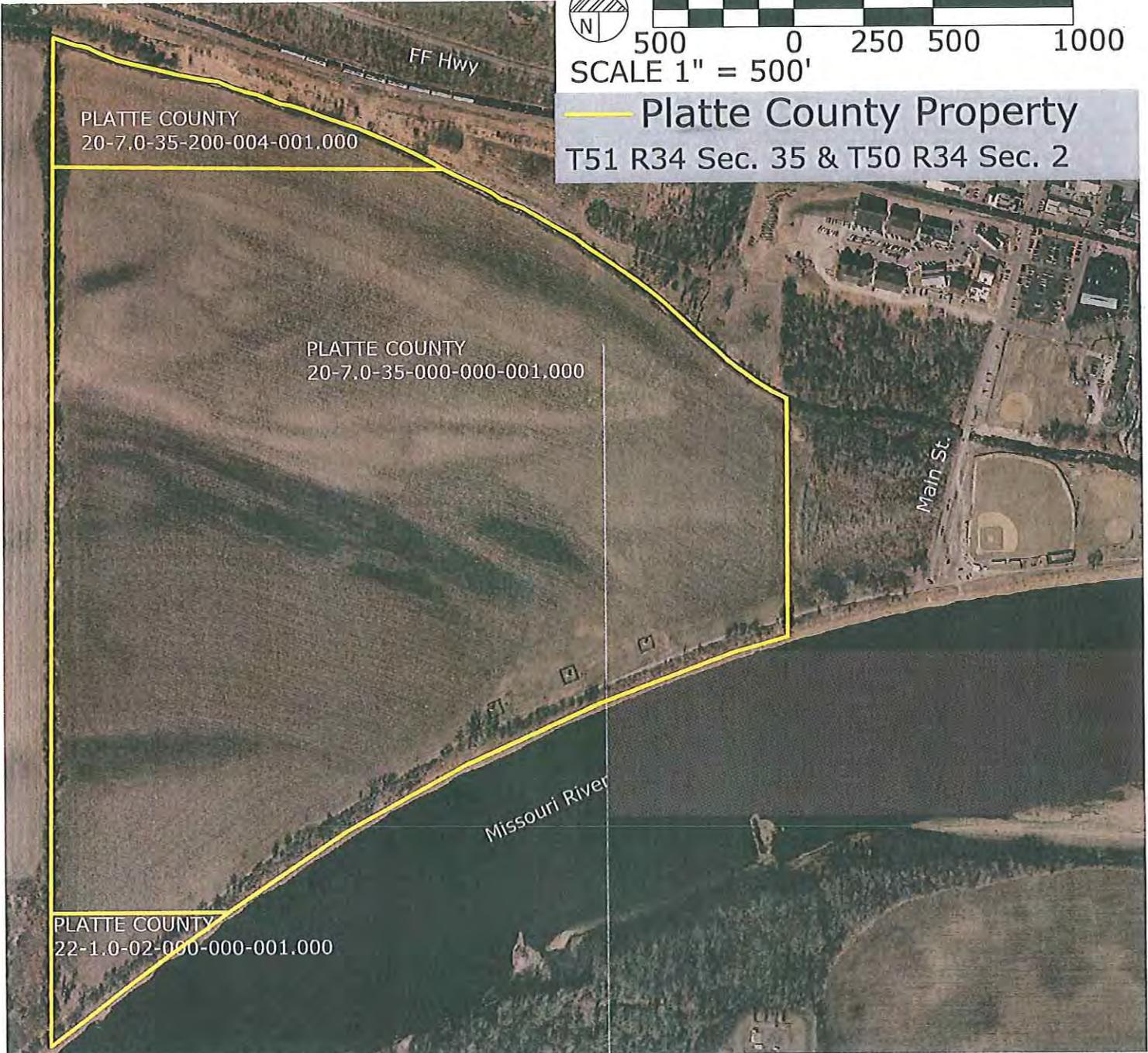
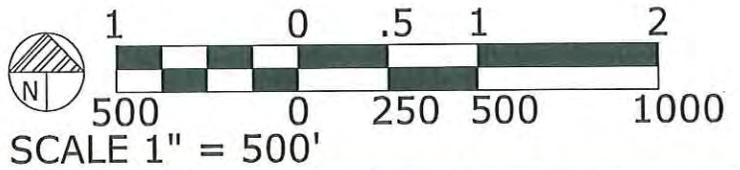
ATTEST:


COUNTY CLERK

Approved to as form and legality:


ROBERT H. SHAW, COUNTY COUNSELOR

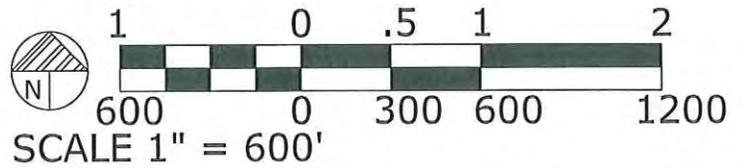
EXHIBIT A



Legal Description: Commencing at the Center of Section 35, Township 51 North, Range 34 West, Platte County, Missouri; thence along the East line of the West fractional half of said fractional Section 35 and the Southerly prolongation thereof South 00 degrees 14 minutes 39 seconds West, 809.83 feet to the centerline of an existing ditch and the Point of Beginning; thence continuing along the East line of the West fraction half of said fractional Section 35 and the Southerly prolongation thereof South 00 degrees 14 minutes 39 seconds west, 639.73 feet; thence departing from said line South 16 degrees 12 minutes 33 seconds West, 101.20 feet; thence South 80 degrees 16 minutes 43 seconds West, 517.18 feet; thence South 09 degrees 43 minutes 17 seconds East, 5.79 feet; thence South 65 degrees 21 minutes 43 seconds West, 605.79 feet; thence South 24 degrees 38 minutes 17 seconds East, 50.00 feet; thence North 65 degrees 21 minutes 43 seconds East, 50.00 feet; thence North 24 degrees 38 minutes 17 seconds East, 35.00 feet; thence North 65 degrees 21 minutes 43 seconds East, 251.79 feet; thence South 09 degrees 43 minutes 17 seconds East, 28.69 feet; thence North 80 degrees 16 minutes 43 seconds East, 251.79 feet; thence South 09 degrees 43 minutes 17 seconds East, 16 minutes 43 seconds East, 459.86 feet; thence South 16 degrees 17 minutes 36 seconds West, 36.65 feet; thence North 77 degrees 17 minutes 10 seconds East, 43.69 feet to the East line of the West fractional half of said fractional Section 35 and the Southerly prolongation thereof; thence along said line South 00 degrees 14 minutes 39 seconds West, 19.49 feet to the Northerly left bank of the Missouri River; thence along said bank the following courses and distances: South 72 degrees 39 minutes 03 seconds West, 289.56 feet; thence South 68 degrees 00 minutes 45 seconds West, 729.93 feet; thence South 74 degrees 11 minutes 27 seconds West, 148.40 feet; thence South 56 degrees 56 minutes 56 seconds West, 198.01 feet; thence South 63 degrees 13 minutes 56 seconds West, 221.99 feet; thence South 55 degrees 18 minutes 08 seconds West, 195.15 feet; thence South 61 degrees 39 minutes 39 seconds West, 181.79 feet; thence South 54 degrees 28 minutes 35 seconds West, 560.19 feet; thence South 57 degrees 36 minutes 37 seconds West, 163.52 feet; thence South 49 degrees 59 minutes 59 seconds West, 340.56 feet to the West line of said fractional Section 35 and the Southerly prolongation thereof; thence along said line North 00 degrees 16 minutes 53 seconds East, 3543.70 feet to the centerline of an existing ditch; thence along said centerline the following courses and distances: South 62 degrees 30 minutes 32 seconds East 91.43 feet; thence South 72 degrees 10 minutes 13 seconds East 325.21 feet; thence South 71 degrees 45 minutes 40 seconds East, 542.58 feet; thence South 67 degrees 10 minutes 47 seconds East, 164.41 feet; thence South 63 degrees 27 minutes 30 seconds East, 510.35 feet; thence South 57 degrees 36 minutes 32 seconds East, 350.25 feet; thence South 52 degrees 37 minutes 06 seconds East, 312.50 feet; thence South 48 degrees 47 minutes 26 seconds East, 336.18 feet; thence South 58 degrees 52 minutes 53 seconds East, 155.54 feet to the Point of Beginning.

The above described tract of land contains 131.20 acres, more or less, and is subject to all recorded and unrecorded easements, restrictions and right-of-ways.

EXHIBIT B



— Kringle Property
— 100' Trail Easement (Approximate)
 T51 R34 Sec. 30&31,
 T51 R35 Sec. 25

Legal Description as recorded in Book 990 Page 974: TRACT A: All that part of the Southwest Quarter of Section 30, Township 51, Range 34, part of the Northwest Quarter of Section 31, Township 51, Range 34, and part of Lots 9, 10, and 11 of Fractional Section 25, Township 51, Range 35, Platte County, Missouri, being described as follows: Beginning at a point on the West line of said Section 30, said point being N 00° 30' 05" E, along the West line of said Section, 831.76 feet from the Southwest corner of said Section 30, said point being on the Southerly right of way line of the Burlington & Northern Railroad; thence S 40° 41' 55" E along the Southwesterly right of way line of the Burlington & Northern Railroad, 50.00 feet from and parallel with the centerline thereof, 254.86 feet; thence Southeasterly continuing along said line, on a curve to the left, having a radius of 5140.52 feet and tangent to the last described course, an arc distance of 928.91 feet to the North line of said Section 31; thence Southeasterly, continuing along said curve, an arc distance of 1342.52 feet to a point on the Northwesterly right of way line of Interstate Route I-435, said point being 300.00 feet from the centerline thereof; thence S 39° 30' 26" W along said line, 129.25 feet to a point 300.00 feet from and opposite centerline Station 1540+50; thence S 87° 48' 15" W, continuing along said line 219.66 feet to a point 450.00 feet from and opposite centerline Station 1542+50; thence S 52° 18' 29" W continuing along said line 229.08 feet to a point 450.00 feet from and opposite centerline Station 1545+50; thence S 02° 34' 20" E, continuing along said line, 366.30 feet to a point 125.00 feet from and opposite centerline Station 1559+00; thence Southwesterly, continuing along said line, 125.00 feet from and parallel with the centerline thereof, on a curve to the right, having a radius of 1784.86 feet and an initial tangent bearing of S 62° 48' 29" W, an arc distance of 409.56 feet; thence S 75° 57' 20" W, continuing along said line, 640.61 feet to the Edge of the Missouri River as existing on November 9, 1992; thence Northwesterly along said river, on a curve to the left, having a radius of 6182.76 feet an initial tangent bearing of N 10° 00' 51" W, an arc distance of 2101.12 feet; thence N 29° 29' 07" W, continuing along said river, 849.44 feet; thence Northwesterly, continuing along said river, on a curve to the left, having a radius of 9964.11 feet and tangent to the last described course, an arc distance of 1560.39 feet to the Northeasterly bank of the Old Platte River as established by the original Government Surveys; thence N 17° 29' 55" W, along said line, 308.22 feet to the Southwesterly right of way line of the Burlington & Northern Railroad; thence S 40° 41' 55" E, along said line, 50.00 feet from the parallel with the centerline thereof, 2430.62 feet to the point of beginning, EXCEPT that part lying South of the North Bank of the Old Platte River. EXCEPT that part in cemetery, if any, ALSO EXCEPT that part in road, if any.

Continued on next page

EXHIBIT B (continued)

Continued from previous page

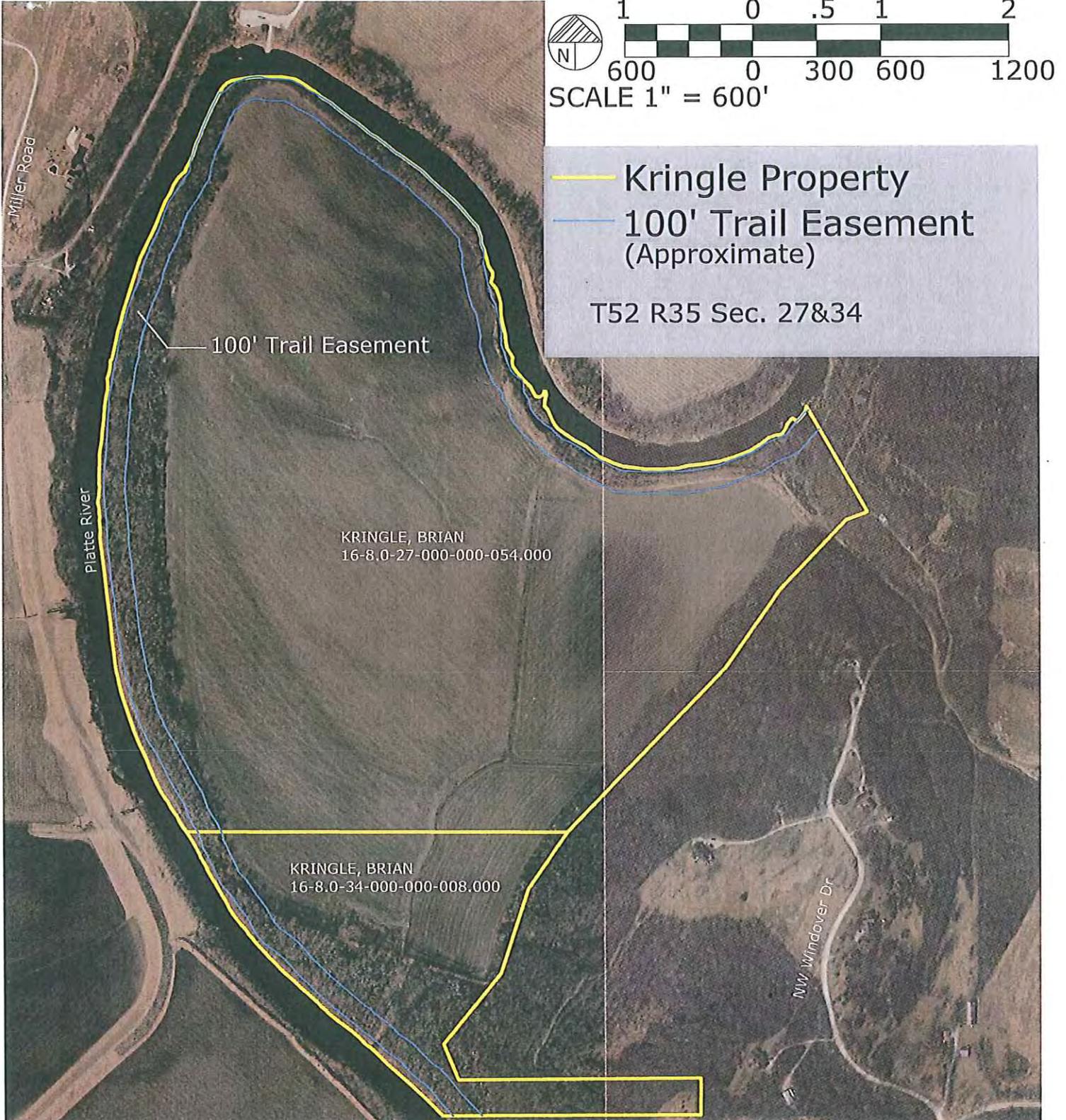
TRACT B: All that part of Lot 10 of Fractional Section 25, Township 51, Range 35, Platte County, Missouri, described as follows: Commencing at the Northeast corner of said Lot 10, thence S 00° 30' 05" W along the East line of said Lot, 549.35 feet to a point on the Southwesterly right of way line of Old Waldron Road, said point being the point of beginning of the tract to be described herein; thence S 00° 30' 05" W, continuing along said line, 228.13 feet to the Northeasterly right of way line of the Burlington & Northern Railroad; thence N 40° 41' 55" W along said line, 50.00 feet from and parallel with the centerline thereof, 1033.31 feet to the North line of said Lot 10; thence S 89° 29' 55" E, along said line, 72.35 feet to the Southwesterly right of way line of said Old Waldron Road, thence S 47° 24' 47" E along said line, 25.00 feet from and parallel with the centerline thereof, 819.63 feet to the point of beginning.

TRACT C: All that part of the Northwest Quarter of Section 31, Township 51, Range 34, Platte County, Missouri, being described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence S 00° 12' 13" E along the East line of said Northwest Quarter, 966.03 feet to a point on the Southerly right of way line of the Burlington & Northern Railroad, said point being the point of beginning of the tract to be described herein; thence S 00° 12' 13" E, continuing along said East line, 829.60 feet to the centerline of Brush Creek as located during October 1992; thence S 46° 35' 09" W, along said centerline, 316.46 feet; thence S 40° 25' 17" W, continuing along said centerline, 328.35 feet; thence S 56° 06' 30" W, continuing along said centerline, 212.68 feet to the centerline of an existing slough; thence N 38° 12' 13" W along said centerline, 150.89 feet (deed 120.87 feet); thence N 75° 46' 42" W, continuing along said centerline, 297.67 feet; thence N 82° 43' 40" W, continuing along said centerline 320.37 feet; thence S 89° 54' 16" W, continuing along said centerline, 165.30 feet; thence S 82° 30' 07" W, continuing along said centerline, 699.87 feet to the edge of the Missouri river as existing on November 9, 1992; thence N 10° 02' 06" W, along said river, 405.29 feet to the Southerly right of way line of Interstate Route I-435; thence N 75° 57' 20" E along said line, 125.00 feet from and parallel with the centerline thereof, 658.13 feet; thence Northeasterly continuing along said line, on a curve to the left, having a radius of 2034.86 feet and tangent to the last described course, an arc distance of 466.93 feet to a point 125.00 feet from and opposite centerline Station 1559+00; thence S 82° 00' 03" E, continuing along said line 282.65 feet to a point 300.00 feet from and opposite centerline Station 1545+50; thence Northeasterly continuing along said line, 300.00 feet from and parallel with the centerline thereof, on a curve to the left having a radius of 2209.86 feet and an initial tangent bearing of N 56° 48' 29" E, an arc distance of 933.77 feet to the Southerly right of way line of the Burlington & Northern Railroad; thence Southeasterly along said line, 50.00 feet from and parallel with the centerline thereof, on a curve to the left, having a radius of 5140.52 feet and an initial tangent bearing of S 72° 55' 04" E, an arc distance of 248.76 feet to the point of beginning, EXCEPT that part lying North of the centerline of Slough and West of the East line of the Southwest Quarter of the Northwest Quarter of Section 31, Township 51, Range 34. Except that part in road, if any.

EXCEPT the following: All that part of the Northeast Quarter of Section 31, Township 51, Range 34, Platte County, Missouri, being described as follows: Commencing at the Northwest corner of said Northeast Quarter; thence S 89° 18' 54" E, along the North line of said Northeast Quarter 162.76 feet; thence S 00° 41' 06" W, 26.06 feet to the Point of intersection of the Southerly right of way line of Old Waldron Road with the Easterly right of way line of Interstate Route I-435, said point being the point of beginning of the tract to be described herein; thence S 88° 14' 21" E, along the Southerly right of way line of said Old Waldron Road, 25.00 feet from and parallel with the centerline thereof, 20.92 feet; thence S 52° 58' 21" E, continuing along said line, 297.56 feet to the centerline of Brush Creek as located in October 1992; thence S 23° 48' 27" W, along said centerline, 192.84 feet; thence S 09° 04' 44" E, continuing along said centerline, 230.98 feet to the Northerly right of way line of relocated Waldron Road as established by document number B17960; thence Westerly along said line, 100.00 feet from and parallel with the centerline thereof, on a curve to the left, having a radius of 1054.93 feet and an initial tangent bearing of S 85° 03' 53" W, an arc distance of 35.72 feet to a point 100.00 feet from and opposite centerline Station 37+86.3; thence S 83° 07' 29" W, continuing along said line, 170.25 feet to a point 100.00 feet from and opposite centerline Station 36+82.2; thence N 70° 04' 30" W, continuing along said line, 95.20 feet to a point on the Easterly right of way line of Interstate Route I-435, said point being 450.00 feet from and opposite centerline Station 1534+00; thence 05° 11' 38" E, along said line, 552.00 feet to a point 350.00 from and opposite centerline station 1529+50; thence N 45° 49' 48" E, continuing along said line, 37.65 feet to the point of beginning.

Subject to easements, restrictions, covenants and reservations of record, if any.

EXHIBIT C



Legal Description as recorded in Book 1126 Page 5: All that part of Fractional Lots 8, 9 and 10 in Section 27, Township 52, Range 35 and also all that part of the South Half of the Southeast Quarter of Section 27, Township 52, Range 35, and all that part of Fractional Lot 3, except the South 40 acres in Section 34, Township 52, Range 35, Platte county, Missouri, being all that part of the above described tracts which lies West of the following described line; Beginning at the Northeast corner of the Southeast Quarter of said Section 27; thence South 0 degrees 21'12" West along the East line of the Southeast Quarter of said Section 27, a distance of 1190.0 feet; thence North 89 degrees 38'48" West a distance of 745.0 feet to the true point of beginning of said line; thence North 35 degrees 47'10" West along said dividing line a distance of 400.0 feet, more or less to the South bank of the Platte River; thence returning to said true point of beginning and proceeding Southwesterly along said dividing line which is a line dividing the hill ground front the bottom ground on said tracts, the following courses: South 66 degrees 23' 18" West a distance of 119.87 feet; thence South 31 degrees 16'39" West a distance of 545.82 feet; thence South 37 degrees 23'20" West a distance of 314.27 feet; thence South 42 degrees 53'35" West a distance of 938.95 feet; thence South 26 degrees 59'58" West a distance of 352.11 feet; thence South 17 degrees 39'25" West a distance 421.51 feet; thence South 45 degrees 00'00" West a distance of 425.0 feet, more or less to a point in the East bank of Platte River, all in Platte County, Missouri. TOGETHER with an easement for Ingress and egress, established in instrument recorded October 1, 1965 as Document No. 9377 in Book 281 at Page 531.



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

CITY OF PARKVILLE Memorandum

Date: February 3, 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: January 2016 Parks Activity Report

The following Parks-related activities took place during January 2016:

- Riverfront Bench – The second riverfront bench, which was purchased in 2015, was delivered in January. Staff formed and poured the concrete pad for the bench.
 - Emergency Snow Operations – The Parks staff assisted with the emergency snow operations for two snow events in January. There are total of nine Public Works employees who assist with the emergency snow operations, three staff members from the Parks Division and six staff members from the Streets Division.
 - Picnic Table Repairs – The Parks staff repaired and painted the picnic tables around the English Landing and Platte Landing Parks.
 - Barricade Repairs – The Parks staff repaired and painted the barricades used in the Parks for special events.
 - Depot Gutters – The Parks staff cleaned the leaves and debris out of the gutters on the Train Depot.
 - Sullivan Nature Sanctuary – The trees in the Sullivan Nature Sanctuary were removed in December 2015. The Parks staff completed the paperwork for the Missouri Department of Conservation (MDC) Tree Resource Improvement and Maintenance (TRIM) grant. The trees collected from the Sullivan Nature Sanctuary were deposited in the area of Platte Landing Park next to Sullivan. The staff performed a controlled burn, permitted by the Southern Platte Fire Protection District (SPFPD)
 - Storm Cleanup – The Parks staff cleaned the debris from the ditches and culverts in the English Landing and Platte Landing Parks.
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ITEM 6B1

For 02-10-16

Community Land and Recreation Board

- Ornamental Grass Trimmings – The Parks staff cut down the ornamental grasses around the Spirit Fountain and removed unwanted saplings, in preparation for the new growth cycle.
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