

**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.

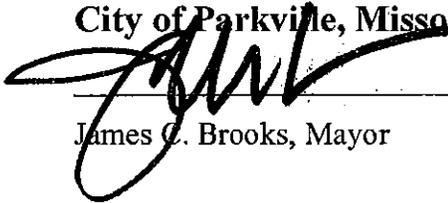
Section 9. Governing Law and Venue. This AGREEMENT and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to 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

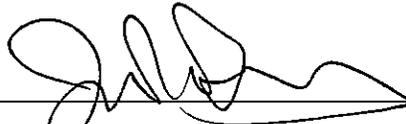
Attest:



Melissa McChesney, City Clerk



Platte County, Missouri



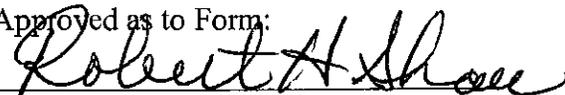
Jason Brown, Presiding Commissioner

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.

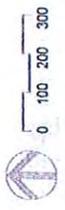
EXHIBIT "B"

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



phase 1
HDR

PLATTE LANDING PARK





0 100 200 300

phase 2
HDR

PLATTE LANDING PARK





0 100 200 300

phase 3
HDR

PLATTE LANDING PARK



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.

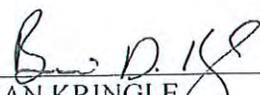
4. Validity of Agreement. Kringles and County each warrant, represent and agree that execution of this Agreement, and any other documents executed or

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.

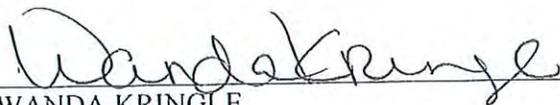
5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

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.

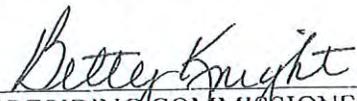


BRIAN KRINGLE



WANDA KRINGLE

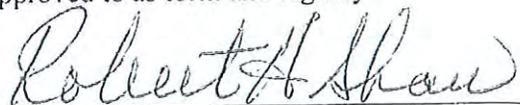
PLATTE COUNTY, MISSOURI

BY: 

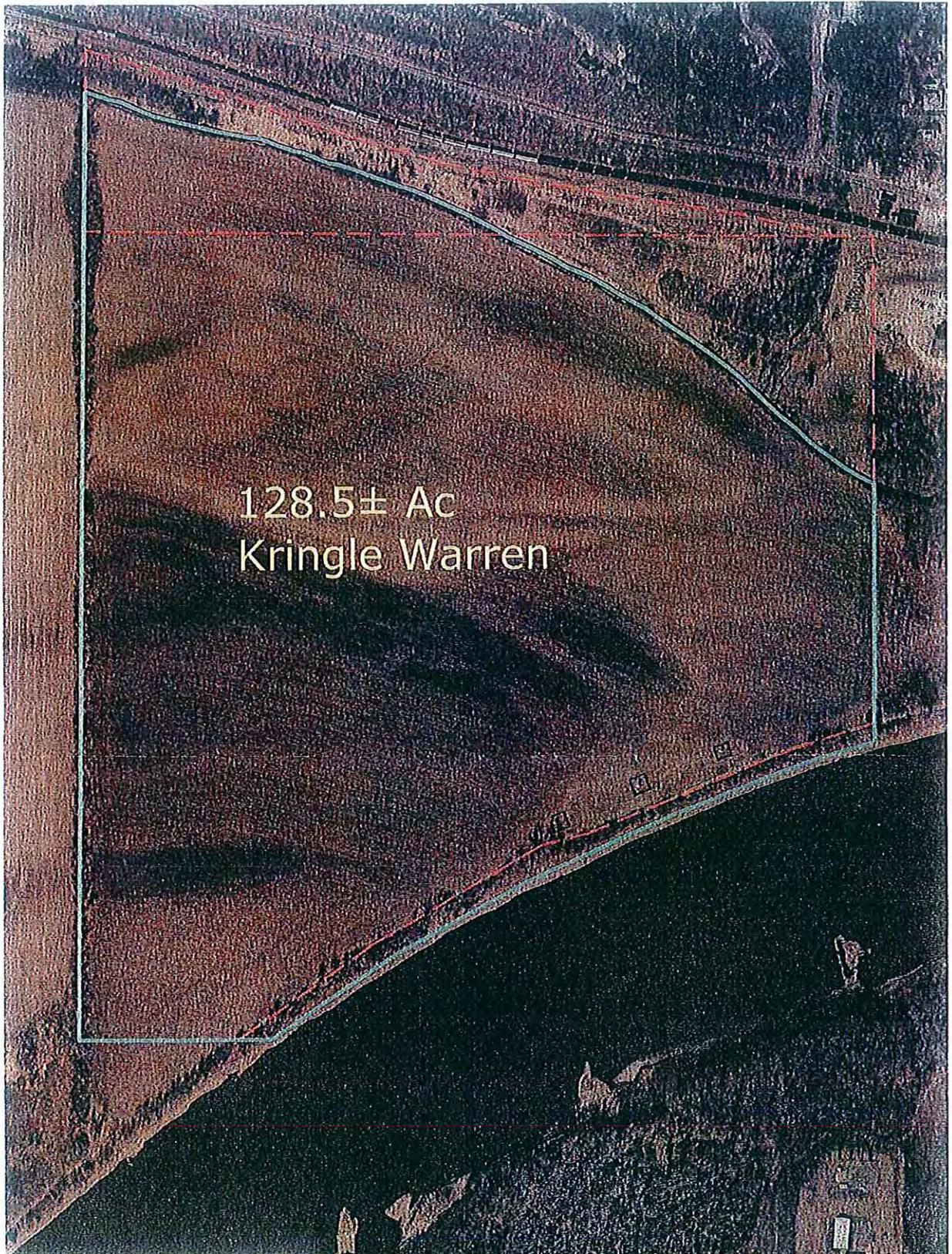
PRESIDING COMMISSIONER

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

1 0 .5 1 2
300 0 150 300 600

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.

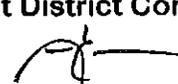
ATTEST:


Joan Harms
County Clerk




Jason Brown
Presiding Commissioner


Beverlee Roper
1st District Commissioner


Duane Soper
2nd District Commissioner

2008 Parkville Parks Plan

*“The beauty of the park...
should be of the fields,
the meadow,
the prairie,
of the green pastures,
and the waters.*

*What we want to gain is tranquility
and rest to the mind...*

*A great object of all that is done in a park,
of all the art of the park,
is to influence the minds of humans
through their imagination.”*

Frederick Law Olmsted
Public Parks and Enlargement of Towns, 1870

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Chapter 1

Parks Planning Process

Community Land and Recreation Board Mandate

The Community and Land Recreation Board (CLARB) was given the mandate by the Parkville Board of Alderman in 2005 to develop a Master Plan for Parkville's City parks. This master plan has developed into the Parkville Parks Plan (P3) and is contained herein. The make up of the Board through this process included the following Board members: Jim Brooks, Cory Miller, Laura Lymer, Diane Driver, Adam Zink, Jim McCall, Tom Hutsler, Kendall Welch, Ellen Underkoffler, Bill Brown, Jeff Rupp, Lisa Strong and Stacey Pulse.

The Board wishes to thank all who participated in the public forums and assisted in the development of this plan. We would especially like to thank the City staff of Tom Barnard and Dan Koch for their efforts in the formation of this document. And finally, we would like to show our appreciation to Alderman Jim Brooks who began this process as one of us and has provided welcome leadership from his new position.

Mission Statement

An Ethics of Stewardship - We are the stewards of our park system.

Purpose

This 2008 P3 is an update to the Parks 2000 Parkville Plan. A parks master plan is a long-term vision and plan of action for a community's park system. Thus, the purpose of this P3 is to provide the Parkville Government, Citizens and other related organizations a road map for the utilization, development and expansion of Parkville's current and future park system. Further, the P3 should provide a foundation for a new way of thinking about our precious landscapes. Rooted in an ethic of stewardship, P3 focuses on the necessary resource and energy needed to preserve and enhance our current parks system. This plan identifies current parks inventory, maintenance requirements, public desire for improvements and future development, land acquisition possibilities, and funding requirements.

Goals

The main goal of the P3 is to foster a total park experience that addresses the natural, cultural, recreational and educational opportunities that great parks can provide. To meet this goal the P3 will incorporate the following objectives:

- Provide for public awareness and a strong usage for all parks.
- Maintain the landscape character and aesthetics of parks.
- Capture and preserve the historic legacy of Parkville through our parks
- Identify recreational and other park related needs.
- Inventory our current natural and cultural resources and park facilities.
- Foster communications between City, County, State and Regional governments.
- Enhance park services.

Based on the preceding goals this plan shall recommend a plan of action and policies that should be put into place to guide decision-making with regard to maintaining and enhancing our current and future parks system.

Community Description

The community of Parkville, with a population of approximately 5,000, is located 10 miles northwest of downtown Kansas City, Missouri along the Missouri River. The City's namesake is derived from its founder, Colonel George S. Park. The City of Parkville has become known for its beautiful parks. Parkville, while a historic community, has a relatively young park system. With population growth and land annexation, an additional demand for parks and recreation facilities is inevitable.

In the 1970's Parkville turned an undeveloped parcel of land adjacent to the Missouri River into baseball fields, picnic areas, and a boat ramp. The Missouri Department of Natural Resources and Park University were key contributors to the development of this parcel of land that is now known as English Landing Park.

In the 1980's a developer donated 40 acres as park land south of what is now Riss Lake dam. This acreage has become a nature sanctuary. The Missouri Department of Conservation purchased 70 adjacent acres as additional nature sanctuary land. The combined land has become the Parkville Nature Sanctuary with 2.8 miles of maintained trails and nature access. Educational and enrichment programs for the community are held in the Parkville Nature Sanctuary.

The City of Parkville has continued to develop its park system and staff. In addition to English Landing Park, there are several community and neighborhood parks. The Parkville Nature Sanctuary and several greenways provide additional recreational opportunities for the citizens of the entire metro area. The City has an active park board, which is very enthusiastic about developing the park system, acquiring land for new parks and extending trails to create connectivity with the proposed Platte County and Kansas City Metro Green master plans.

The Importance of Parks

Parks provide a broad range of community benefits, including the following:

- Encourage passive and active recreational activities and preserve open space, wildlife habitat and historical and cultural resources.
- Serve aesthetic purposes and create gathering spaces for public activities and events.
- Provide a number health and psychological benefits to residents of a community.
- Improves property values.

Parkville has recognized that parks, trails and greenways positively impact individuals and improve communities by providing not only recreation and transportation opportunities, but also by influencing economic and community development. Parkville also understands that planning for parks ensures the City can recognize and meet the changing park and recreation needs of the community.

Relation to Other Plans

The P3 cannot exist without the support and foundations of other plans that precede and coexist with this plan. The following is a summary of some of the plans considered relevant to the development of the P3.

Parks 2000 Parkville Plan

This plan, developed in 1990, included such items as the Nature Sanctuary, community involvement, and developing Adams, Watkins and other small properties into neighborhood parks. Incorporating benches into the park system and having the River Trail system to connect other property and trails were also included. The needs that were identified at the time the plan was written included: benches

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along the Missouri River, parking, public shelters with electrical outlets, more playground equipment, picnic tables and a croquet court. Although some priorities have changed, many of the items have been implemented.

Parkville Riverfront Renewal Plan

On April 6, 2004 voters passed a ballot measure (ratified on April 20th 2004), which included a plan to create a boat ramp, riverfront parking facility, trailhead and public soccer fields. This plan was based on the westward expansion of English Landing Park. Preliminary plans were approved by the Board of Aldermen.

Parkville Master Plan Civic and Open Space Chapter

The Parkville Master Plan is being developed simultaneously with this document. The Civic and Open Space Chapter are directly related to this document.

Introduction

Parks, open space, and civic spaces enhance the quality of life in Parkville and are central to the community's economic development strategy. These features help attract visitor activities to the community, as well as new residents and businesses. Throughout the planning process, residents indicated future land planning efforts should incorporate the following quality places principles for parks, open space, and natural resources:

- Preserve major natural features in a neighborhood (streams, slopes, wetlands, floodplains, and natural habitats) as open space and link those resources to public places by trails and pathways;
- Incorporate features and amenities that minimize environmental impacts on water quality caused by storm water runoff and erosion, and on air quality caused by motor vehicle traffic; and
- Design buildings and the layout of properties in a manner to maximize the efficient use of environmental and economic resources by minimizing energy, water, and material use.

Expand the Parks and Recreation System

Parkville's park and recreation opportunities are key elements that make the community a desirable place to live, work and play. English Landing Park along the Missouri riverfront, trails through natural areas, and recreation facilities nestled near the city's wooded bluffs provide a scenic backdrop that attracts both residents and visitors alike.

An extensive network of regional trails are identified in the Parkville planning area, including trails along the Missouri River, FF Highway, 45 Highway, I-435, Crooked Road, and a portion of 9 Highway near Riss Lake and NW Eastside Drive. In addition to regional trails, there are many opportunities to provide trail connections to local destinations and parks throughout Parkville. Planning for new development areas provides the opportunity to implement an extensive local system of trail connections to the future regional network.

Maintain Natural Open Space

Development designs should respect the natural environment and develop in harmony with existing natural features. New developments should integrate drainage areas and other natural features into the overall design. Protecting the Missouri River, drainageways, creeks, floodplains, and vegetation in rural and urbanizing areas will serve a dual purpose of preserving environmental systems and providing recreational amenities.

- Vegetation should be preserved along natural water systems.
- The additional setback of development along natural drainageway systems should be used to protect the health of the streamway and to reduce erosion, runoff, and pollution.

- Engineering techniques should not be used to force-fit development into the environment. Development designs requiring significant amounts of cut and fill to maximize the number of residential lots at the expense of the environment should not be approved.

Create Intimate Spaces in the Built Environment

The quality of the public realm in Parkville is just as important as the design of homes in neighborhoods and buildings in retail areas. The community at large has a shared responsibility to design and maintain a quality public realm, including public spaces and public facilities. A successful public place can be identified when it is a popular routine gathering place for diverse groups of people; when occupants interact casually there and have spontaneous conversations; when occupants feel safe and comfortable there; when people want to linger there rather than quickly pass through; when parents walk leisurely there with their children; and when people-watching in the space is a wonderful way to pass time.

Quality spaces in the built environment

- Located in a manner to serve as prominent amenities;
- Designed to encourage social interaction and to foster a distinct “sense of place” that is memorable and reinforces the character of the community; and
- Embedded in the pattern of streets, blocks, and buildings to serve as an amenity that creates value.

Goals, Policies, and Implementation Actions

Goal: Provide parks, open space, recreation uses, and unique intimate spaces to enhance public health and safety and for the visual enjoyment of residents and visitors.

Policy: Expand and enhance parks, recreation, and open spaces throughout the city.

Policy: Provide quality public spaces to encourage social interaction and to foster a distinct “sense of place” that is memorable and reinforces the character of the community.

Policy: Provide amenities such as walkways, plazas, seating, recreational facilities, gazebos or other similar shelters, pedestrian scale lighting, or other similar features for the use and enjoyment of residents, employees, visitors, and the community at large.

Implementation Actions

- Expand the parks and open space system along the Missouri River corridor.
- Implement sidewalk and trail improvements throughout the city, including implementation of the Northland Trails Vision Plan, MetroGreen Plan, and P3 Plan.
- Partner with Platte County to construct new trails.
- Update the City development regulations to create standards for developed and natural parks and open space areas in new developments.
- Continue implementing Tree City USA program guidelines.
- Incorporate pedestrian and civic amenities in design guidelines and new development projects.

Open Space Design Expectations

Intent: The Open Space policies relate to any public or private land reserved for active and passive parklands, trails, recreation uses, environmentally sensitive areas, natural resources, or any other lands reserved for permanent open space purposes.

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Design Expectations

The design expectations act as guidelines and provide direction as to how the goals and policy statements may be achieved. Expectations use the term “should” to denote that they are considered pertinent to achieving the stated intent but allow discretion based on site and project conditions.

Platte County Master Plan

This document has provided the residents of Parkville with recreational (YMCA/Community Center, Tiffany Springs Aquatic Center) and park facilities with the promise of more to come. The most important aspect of this plan is the connectivity of the Park Trail System to establish connection points on both sides of English Landing Park along the Riverfront. It is important to make certain our plan is compatible with the Platte County Master Trail Plan to ensure cooperation and good will between the government entities.

KC Metro Green Plan

The Trails plan will eventually connect the Parkville Trail System to Kansas City’s Metro Green Plan, Platte County’s Riverfront Trail Master Plan and other trail systems throughout the metropolitan area. One of the objectives is to provide a system of pedestrian and bicycle trails that connect downtown Kansas City to the Missouri River and Northward to Highway 45 and the Parkville Commons shopping center. The connectivity of recreational trails is one goal within P3.

Chapter 2

Park Classifications and Current Inventory

Park classifications reflect facility and space standards that help inform design decisions at master planning and construction design stage of development. The classification system in this plan categorizes parks based on the following characteristics: benefits, functions, size, service area and amenities.

The ideal park system for a community is made up of several different types or classifications of park areas. Parkville uses the following classifications: Mini, Neighborhood, Community, Regional, Special Use, Undeveloped Land, Natural Areas, Open Space and Greenways, and Trails. Each classification provides a distinct type of recreational opportunity.

Mini Parks (.25 - 1 acre)

Mini Parks provide passive or limited active recreation to preserve a balance between open space and residential development. They are smaller and are often limited to a small grass area or developed with few amenities. Typical facilities include children's play area, picnic area, benches, or shade structures. Mini parks are located in protected areas with separation from street traffic yet in areas with high visibility, serving local neighborhoods and adjoining schools, libraries or police facilities. The area would be within walking and biking distance of users and be accessible by sidewalks, trails and/or low volume streets. Their primary function is to provide outdoor play experiences for the young under parental supervision. Mini parks generate neighborhood communication, provide opportunities for diversion from work or domestic chores and promote neighborhood solidarity.

Pocket Park	0.05 acres
Adams Park	0.24 acres
City Hall Park	0.25 acres

Neighborhood Parks (.25 - 10 acres)

Neighborhood Parks are the basic unit of the park system and should serve as the recreational focus of an individual neighborhood in which it is located. They enhance neighborhood identity and preserve open space. All areas of the park should be readily visible from adjoining streets in order to provide a secure environment. Neighborhood parks provide a variety of active and passive recreation opportunities for city residents, often including facilities for organized group, individual and family activities. As a general rule, about half of the park's area should be planned for passive activities and comprised of natural features. Active recreational activities should be used mostly in an informal and unstructured manner to prevent overuse, excessive noise, parking problems or street congestion. Typical facilities and uses include basketball and tennis courts, children's playground, picnic areas, bike racks, paths and lighting.

Watkins Park	1.22 acres
English Landing West	8.97 acres

Community Parks (10 - 50 acres)

Community Parks provide recreation opportunities for all age groups. They provide educational opportunities, serve recreational needs of families, preserve open spaces and unique landscapes and provide spaces for community activities and events. These parks are larger and serve a wider base of residents than neighborhood parks. Community parks can serve as a focal point for the community with

both active and passive recreational facilities. The typical uses and facilities include parking, bike racks, restrooms, covered areas, trails, programmed athletic sports fields with lights, picnic and play areas, public art and water access. Community parks often have cultural and historical significance, which can be used for a wide variety of civic functions and community gatherings.

Regional Parks (50 - 200 acres)

Regional Parks supplement neighborhood and community parks, serving broader based recreational needs in addition to those addressed by smaller parks. The increased size permits large-scale development of both passive and active facilities providing a wide range of recreational pursuits. Regional parks should include sizeable areas of undeveloped land with natural vegetation and/or water features. Major thoroughfares should be routed around regional parks rather than through them wherever possible. Regional Parks include such amenities as lighted sport complexes, trails, tennis/basketball courts, benches, bike racks, picnic areas, drinking fountains, trash and recycling receptacles and public restrooms. Generally, these regional recreational areas are more highly developed facilities adjacent to urban areas. River access facilities, boating or canoeing, although generally smaller in size, are also included in this category.

English Landing Park 76.0 acres

Special Use Parks

These facilities can be used for variety of community gatherings and provide a civic function or cultural and historical significance.

Gresham Memorial Spirit Fountain Park 0.83 acres

Undeveloped Land

Undeveloped land has not been designated for a specific park use at this time, is natural in its state, and usually doesn't have any permanent facilities. Natural areas on undeveloped land are often located in environmentally sensitive areas including wetlands, steep hillsides, riparian areas and endangered plant/animal habitats. Open space and greenways protect natural resources and wildlife and allow residents to experience the natural environment close to home. Typical uses include nature-based recreation, wildlife viewing and trail activities, providing community recreation and connectivity. Trails provide access to parks and open space areas. Typical facilities include interpretive signs, maps, benches, and trashcans. Typical uses include walking, jogging, hiking, biking, wildlife viewing, equestrian and limited motorized access.

Gateway Park 1.14 acres

Bell Road Park 1.97 acres

Dorsey Park 6.07 acres

Natural Areas

Natural Areas consist of undeveloped land primarily left in its natural condition. This type of land includes forested area, open spaces, steep hillsides, river and creek corridors, trail orientated activities and nature based recreation. Natural areas may provide environmental and/or historical education. Typical facilities include interpretive signs, maps, benches and trashcans. Typical uses include wildlife viewing and trail activities. Currently, the City of Parkville has two Nature Sanctuary areas.

Parkville Nature Sanctuary 40-acre tract of ground located between Park University and Riss Lake. There are five trails, a walking bridge, turn of the century cellar exhibit, scout shelter and a waterfall.

Sullivan Nature Sanctuary 3.03-acre area which is currently being developed with hiking trails that meander through the woods on each side of Rush Creek. A future consideration is to connect the trails by a possible swinging bridge over the creek to enhance the nature experience.

Open Space and Greenways

Open space and greenway areas are designated to protect natural resources and wildlife and allow residents to experience the natural environment close to home.

Greenways

Main Street One-Way	.2307 acres
45 Highway	.8024 acres

Trails

Trails usually offer limited motorized access and may be single or multi-use and provide community recreation and connectivity along with access to parks and open space areas. Trails offer pedestrian and bicycle access to meaningful destinations reducing auto dependency. Typical facilities include interpretive signs, maps, benches and trash receptacles. Typical uses include walking, jogging, hiking, biking, wildlife viewing, equestrian and limited motorized access.

Butterfly Pass, Parkville Nature Sanctuary	0.1 miles
Paw Paw Path, Parkville Nature Sanctuary	0.2 miles
Bluebird ADA Trail, Parkville Nature Sanctuary	0.3 miles
South Twin Trail, Sullivan Nature Sanctuary	0.4 EST
North Twin Trail, Sullivan Nature Sanctuary	0.4 EST
Old Kate Trail, Parkville Nature Sanctuary	0.9 miles
Whitetail Trail, Parkville Nature Sanctuary	1.3 miles
Riegelman Memorial Trail, English Landing Park	2.0 miles

Current Parks Inventory

A critical aspect of planning for the future of a city's park system is to conduct an inventory and condition assessment of existing parks and natural areas. The inventory includes a description of all City owned, developed and undeveloped parklands and an evaluation of the condition of any improvements located in the parks. In addition, the inventory provides information about schools, civic and private recreation areas, as well as those parks that may be outside the community but are commonly used by Parkville residents. The results of the inventory are found in Appendix B.

Other Recreational Facilities in Parkville

The following is a summary of recreational facilities and parks that are located in Parkville that are privately owned, but that are commonly used by Parkville residents.

Parkville Athletic Complex (PAC)

The PAC is a privately owned athletic complex with batting cages, climbing wall and open courts. The facility is predominately used for wrestling and volleyball practices and events. However, the facility hosts other activities including yoga conferences.

YMCA/South Platte County Community Center

The Community Center features a warm water pool, wellness center, indoor track, gymnasium, aerobics studios, and child watch adventure center. The Center also has an outdoor water spray park.

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Park University

Outdoor Athletic Facilities

Julian Field – Soccer Field
Softball and Track Fields
Comfort Field, Baseball

Indoor Athletic Facilities

Intramural & Recreational Field house
Athletic Training Area
Dance Studio
Breckon Sports Center – 500-seat basketball/volleyball field house and Gymnasium

Parkville Underground - Batting Cages

Graden Elementary School – outdoor playgrounds

Summarizations of Area County and State Parks

The following is a summary of parks that are located outside of Parkville, but that are commonly used by Parkville residents.

Platte County Parks

A log cabin at the Green Hills of Platte in southern Platte County sits adjacent to the 45-acre park and wildlife preserve. The cabin once owned by Dorothy Day, who resides in the cabin via a life-estate agreement with Platte County.

State Parks

Weston Bend State park is a 1,133-acre park located within 25 miles of Parkville. The park has areas accessible to people with disabilities. A hiking trail that meanders through the woods and along the edge of the bluff offers hikers a scenic view of the Missouri River, Fort Leavenworth and beyond. A three mile paved loop trail that weaves through a hilly wooded area for hikers and bicyclists. Secluded picnic sites, a playground and an open shelter, which can be reserved, making it an ideal place for family gatherings. For visitors wishing to get away for more than a day, a campground featuring basic and electric campsites, modern restrooms, hot showers and laundry facilities are available.

Chapter 3

Community Needs Analysis

Level of Service Analysis

A key step in the parks planning process is to identify and address community needs. One way to do this is to perform a Level of Service (LOS) analysis. The LOS can then be used to help identify the amount of parkland needed to meet present and future recreation demands. A LOS can be calculated in many different ways; however for the purposes of this plan, LOS will be represented by the ratio of parkland acres per 1,000 residents. Below is a table showing past and projected future growth trends in Parkville and Platte County.

Year	Population Change by Year				Parkland Acreage	LOS	Additional Parkland Acreage
	Parkville		Platte County				
	Population	%	Population	%			
2000	4160		74,238				
2001	4452	7.02%	75,992	2.36%			
2002	4675	5.01%	77,791	2.37%			
2003	4832	3.36%	79,371	2.03%			
2004	4958	2.61%	80,751	1.74%			
2005	5053	1.92%	82,089	1.66%			
2006	5107	1.07%	83,061	1.18%	132.26	25.90	
	Projected Population Change from 2000						
2010	5101	23%	91,039	23%	132.26	25.90	
2020	5831	40%	104,054	40%	151.00	25.90	18.74
2030	6457	55%	115,224	55%	167.21	25.90	34.95

*Data from MARC. Projected population growth in Parkville is based on the percentage of growth in Platte County

Parkville’s current estimated LOS value, based on 2006 data, is 25.90. To maintain this LOS value Parkville will need to add approximately 19-acres of parkland by 2020 and 35-acres by 2030 (based on projected growth rates in Platte County).

Community Input

Input and suggestions from “stakeholders” were used to compile this P3. The stakeholders in the P3 process include:

- The Residents of Parkville
- Parkville Board of Aldermen
- Parkville Community Land and Recreation Advisory Board (CLARB)
- Parkville Parks & Recreation Department
- Business and Educational communities
- Residents of neighboring communities
- Platte County Parks
- Missouri Department of Natural Resources
- Missouri Department of Conservation
- United States Army Corps of Engineers

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In order to identify specific park system needs, public input was gathered from Parkville residents and park users. Below are the five methods used for gathering input from the community:

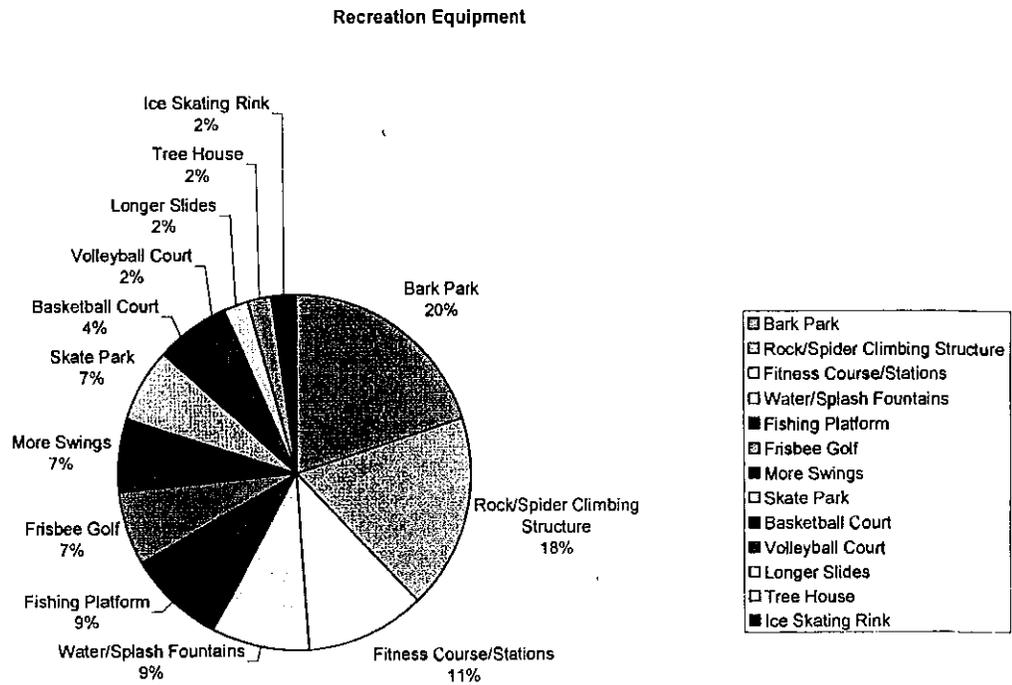
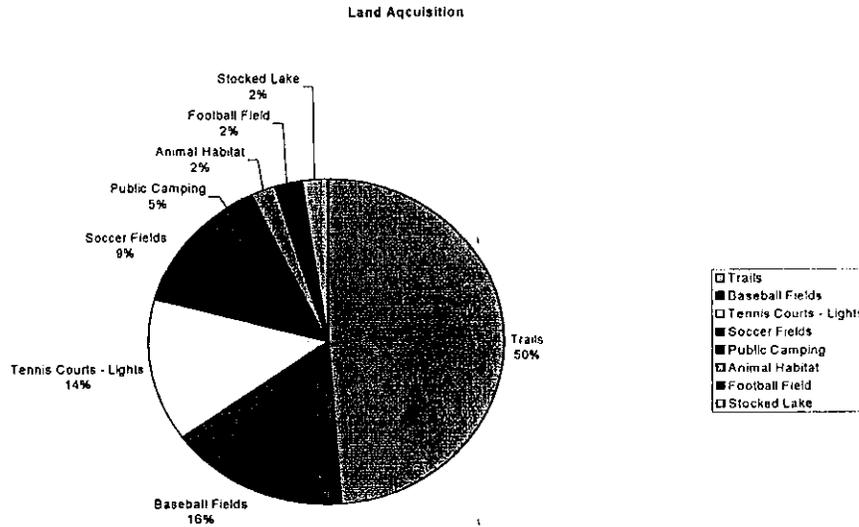
- (1) Household surveys mailed to all residents of Parkville
- (2) Youth workshops with students from Park Hill High School and Plaza Middle School
- (3) A special park dreams workshop with members of the community
- (4) A special work session of the CLARB was open to the public to discuss planning of the parks
- (5) Workshops conducted by the Community Development Department for City Master Planning

2005 Parkville Parks Survey Results:

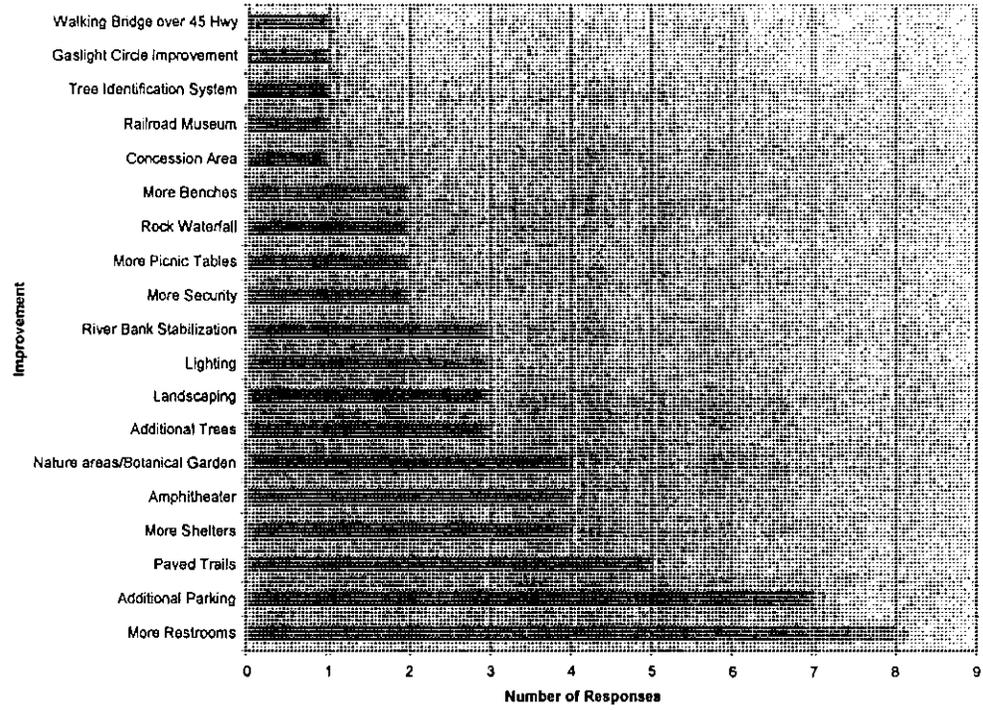
- 84% - Parks and public spaces are very important
- 62% - Parks were currently well maintained and clean
- 55% - Comments were based on weekly or more frequent parks or public space visits
- 52% - Parks and public spaces feel safe
- 40% - Park facilities and equipment are in good condition
- 39% - An important feature is for recreation/natural beauty related to walking trails and playground equipment
- 38% - Parks and public spaces are easily accessible
- 38% - Public parks and natural areas are in good condition
- 37% - Park and public spaces are excellent in their opinion
- 37% - Use our parks for the walking trail
- 27% - Trail improvements or expansion were desired
- 22% - Signage in the park was helpful
- 22% - Concerns for signage blight
- 10% - New restroom facilities were desired
- 08% - Desired a bark park or off leash area for dogs

2006 Parkville Parks Survey Results:

The following three graphs are a representation of our community needs analysis using the three basic categories: Land Acquisition, Recreation Equipment, and Facility Improvements.



Facility Improvements



Chapter 4

Park Objectives and Recommendations

Several needs have been identified while reviewing the Parks Inventory, Community Needs Analysis, and past and current plans relating to this P3. A brief summary as well as a list of objectives and recommendations are broken down into the following categories: Land Acquisition, Park Design, Connectivity/Trails, Maintenance and Community Stewardship.

Land Acquisition

Parks of different sizes and types are needed to adequately serve Parkville's diverse community. Based on evaluation of the current park system, discussions with City staff, input received from the community, diversifying current parks and acquiring new parkland to serve future populations is important in developing and maintaining the park system.

Objectives

- Maintain a minimum LOS of 25 (see page 10) as the city expands or other demands present themselves
- Develop parks in underserved areas, particularly the northern and western parts of Parkville
- Identify areas of environmental significance (wetlands, sensitive species and habitat) to be fully protected from development.

Recommendations

- Pursue land purchases or donations for regional parks in these areas:
I-435/45 Highway Corridor – the growth trend will be in this area
FF/Union Chapel Road.
- Acquire natural areas through land dedications and coordination with public and/or private entities.

Dorsey Park

Sell or exchange and use funds in capital budget to acquire parkland in different location.

English Landing Park West

Collaborate with Platte County and the United State Corps of Engineers on the acquisition of conservation land.

Park Design

Parks should be designed so that they are enjoyable, safe, easily accessible, efficient and easy to maintain, as well as being sensitive to natural systems. Research indicates that park design greatly affects park use. Throughout the public process, residents identified a number of design issues. One of the issues of concern to Parkville residents is the balance of active and passive uses. In addition, a need for more wheelchair accessibility in the parks and natural areas should be included in all facility planning.

English Landing Park is partially funded through a federal grant from the United States Department of Interior, Natural Parks Service, Land and Water Conservation Fund (LWCF). Any recreational or non-recreational changes (parking, restrooms, etc) to English Landing Park must first receive the approval of the Missouri Department of Natural Resources LCWF administrator.

Objectives

- Plan, design and build parks and facilities that are safe, efficient and support multiple functions
- Provide sports fields and courts that meet the needs of organized and recreational users
- Develop an off-leash dog park
- Provide safe and enjoyable natural areas that preserve wildlife habitat and ecological functions.
- Provide vegetative buffers between active use facilities and natural areas.
- Establish maintenance and vegetation standards, avoiding plants that can become invasive
- Select durable materials that are sustainable, resource efficient and non-toxic
- Comply with American Disabilities Act standards in the development of parks, recreation facilities, trails and natural areas.
- Incorporate history, culture and art into park
- Provide directional signage to parks, natural areas, trails and greenways
- Install bike racks and create parking spaces where none now exist

Recommendations

- Expand on current soccer plan to include more fields
- Explore options creating an off-leash dog park
- Seek technical advice on measures to preserve and protect environmentally significant areas.
- Additional parking
- Add restrooms
- New park office and equipment storage area
- Better sports programming
- Camping – best suited along the 435 corridor
- Amphitheater
- Botanical Garden
- Take advantage of donated services.

Bell Road Park

Currently undeveloped, incorporate with future park development within the corridor

English Landing Park

Explore options for multiple users at Grigsby Field

Make a grand entrance to park at ball field #1

Upgrade restrooms

Additional shelters

Convert current boat ramp into a fishing pod area

Frisbee golf area in English Landing Park

Fitness or stretching area at park entrance

Overlook to river at the end of Main Street

Tennis/basketball courts

Water splash fountains

Preserve riverfront green space

Expand trail system

English Landing Park West

Develop soccer fields, a boat ramp and parking

Expand baseball or softball fields

Collaborate with Platte County Parks and Recreation on the development and maintenance of the 130 acres of land purchased by Platte County in 2008.

Take advantage of donated services

Expand trail system

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Gateway Park

Become a scenic mini park and incorporate a landscape design that signifies a grand entrance into Parkville.

Connectivity/Trails

Trails and connectors provide opportunities for pathways between park facilities and neighborhoods. Connecting trails and pathways to existing parks, future parks and the rest of the community can enhance enjoyment and increase overall park system use. Thus reducing the reliance of automobiles for travel and creating recreational opportunities. This will put Parkville in the forefront of environmentally friendly cities and could create additional tourism to the businesses of Parkville. Connectivity with other plans such as the Missouri Riverfront Trail and the Metro-Green Plans will allow Parkville to become a major trail hub and develop into an attractive tourist destination.

Objectives

- Create and maintain a variety of trail types that provide connectivity throughout the park system and community.
- Explore opportunities for trail connections to the Metro-Green 40-mile loop trail system.
- Provide adequate and safe sidewalks, crosswalks and connections between parks.
- Develop standardized trail signage and create kiosks for educational and interpretive services.

Recommendations (see attached map for recommended routes)

- Connect English Landing Park to Riverside
- Connect English Landing Park to 45 Highway via Parkville Commons
- Connect English Landing Park to 435/45 Highway

Maintenance

Maintaining the parks to ensure they can be safely used for their designated function and still maintain the integrity of natural systems is vital to the success of the park system.

Objectives

- Annually assess needed maintenance and renovation projects system-wide, including bringing non-compliant existing facilities up to ADA standards
- Increase collaborative and volunteer efforts to maintain and beautify parks
- Maintain trail surfaces consistent with intended use
- Repair damage from vandalism soon after occurrence
- Manage fields to prevent overuse and significant damage to playing surfaces
- Utilize locally produced goods, materials and services where possible for the development and improvement of park system
- Consider staffing needs for long-term maintenance and operations when adding or developing new parks

Recommendations

- Create a priority system for park maintenance
- Add staffing based on the Proposed Organizational Charts below

Adams Park

Improve current retaining wall
Update landscaping
Update signage

Pocket Park

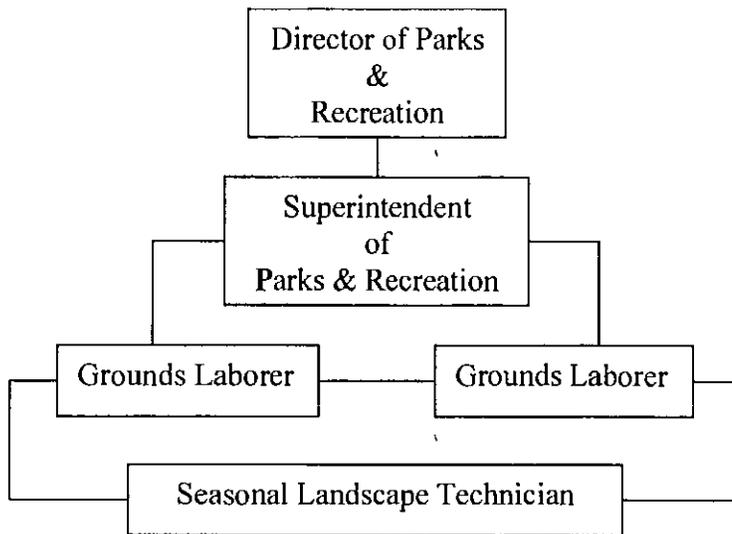
11/25/2008

Improvement of current facilities and maintaining the existing character
Preserving the wooden deck
Update landscaping

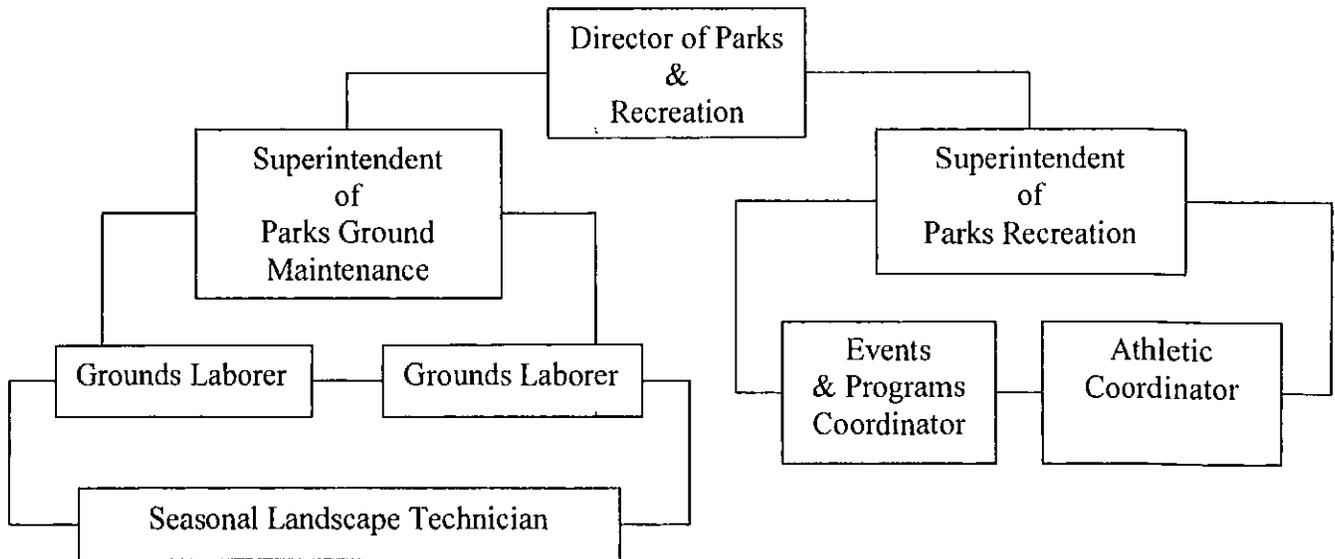
Watkins Park

Improvement of current facilities and maintaining the existing character
Update signage

Current Organizational Chart for the Parkville Parks & Recreation Department



Proposed Organizational Chart for the Parkville Parks & Recreation Department



Community Stewardship

Encouraging community participation and stewardship in the park system is important in developing a sense of ownership and responsibility. Creating volunteer opportunities and structured educational programs for all age groups are important ways of creating a sense of stewardship.

Objectives

- All future developers should participate in land acquisition and green space allotment
- Develop public and private partnerships to create educational and volunteer opportunities.
- Increase volunteer efforts in park maintenance
- Coordinate dissemination of information concerning both public and private recreation programs.
- Offer more nature awareness activities through the City's recreation program, such as nature hikes or talks.

Recommendations

- Involve existing community organizations such as sports teams and volunteer groups in parks development and maintenance.
- Use memorandums of understanding or contract agreements for volunteer opportunities and structured educational programming
- Involve citizens in developing master plans for acquired land
- Require developers to donate public land or pay a percentage of dollars designated for future parkland purchases. The city will determine the site, recreational uses, and will maintain such facilities: this land shall be public, not specifically private neighborhood parks or private home association parks. This action will constitute drafting an ordinance to revise municipal codes currently in place.

Chapter 5

Funding

Development fees (impact fees) currently do not exist as a capital funding opportunity for the Parks and Recreation system of Parkville. Incorporating development fees is recommended to specifically fund capital improvements to the parks and for land acquisition. Other funding options to pursue on a regular basis include grants, fundraising activities, private donation and/or private public partnerships.

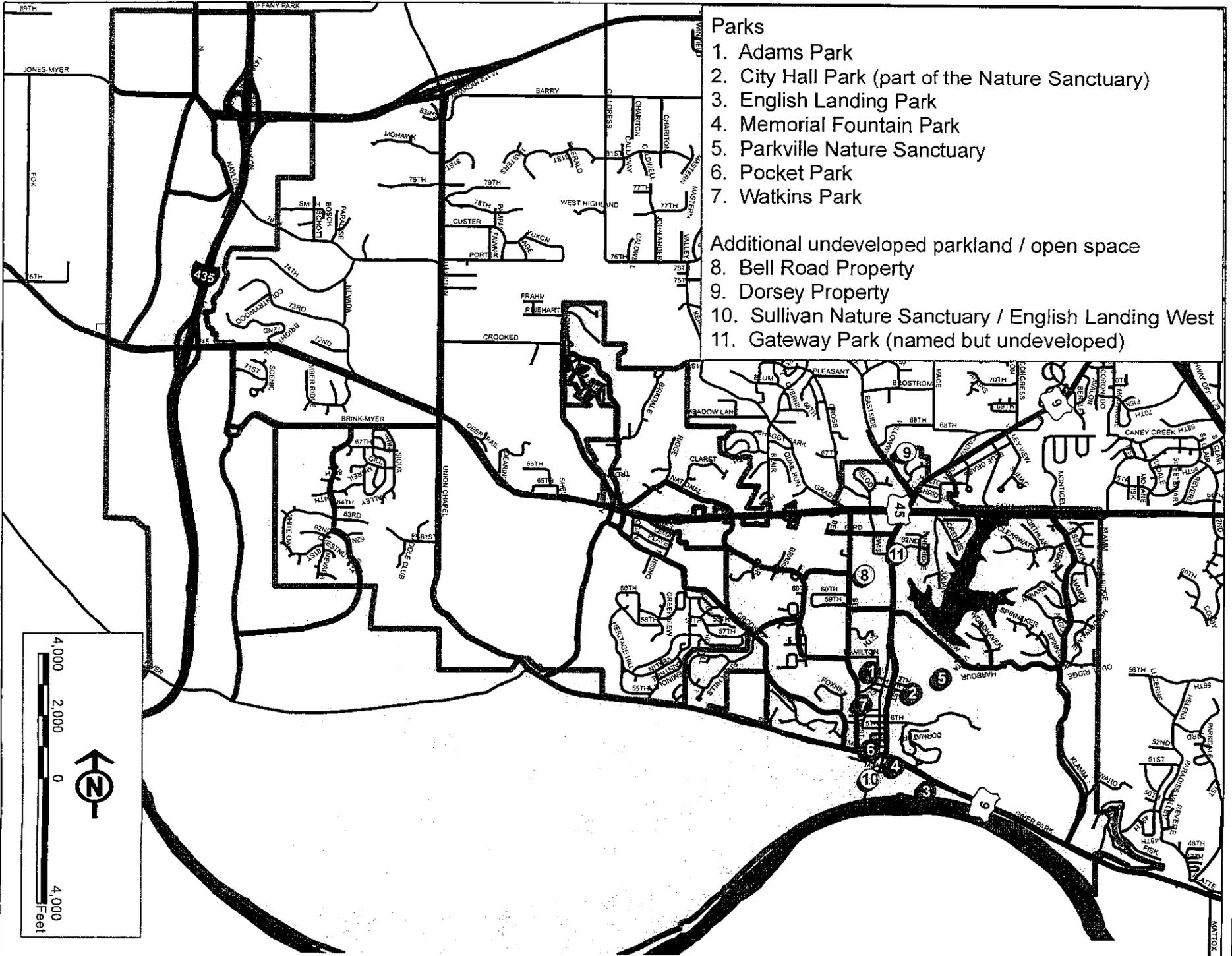
Objectives

- Maintain a development fee that accurately reflects the actual cost impact of population growth upon the City's park system.
- Seek grants, intergovernmental partnerships and public-private partnerships where mutually beneficial and appropriate.
- Dedicate the revenues from disposed properties to improve the existing parks system or develop parks in underserved areas.
- Support funding for additional parks staff as the parks system grows.
- Reduce costs associated with future park acquisition and development through partnerships with schools and developers.
- Keep up with appropriate legal user charges for services and facilities provided to the public.

Current Parks & Recreation Operating Budget

- 2008: \$309,176
- 2007: \$267,307

Appendix A

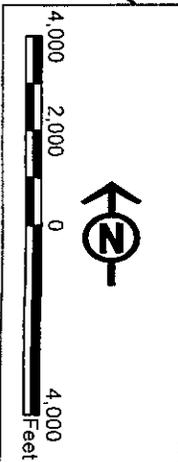


Parks

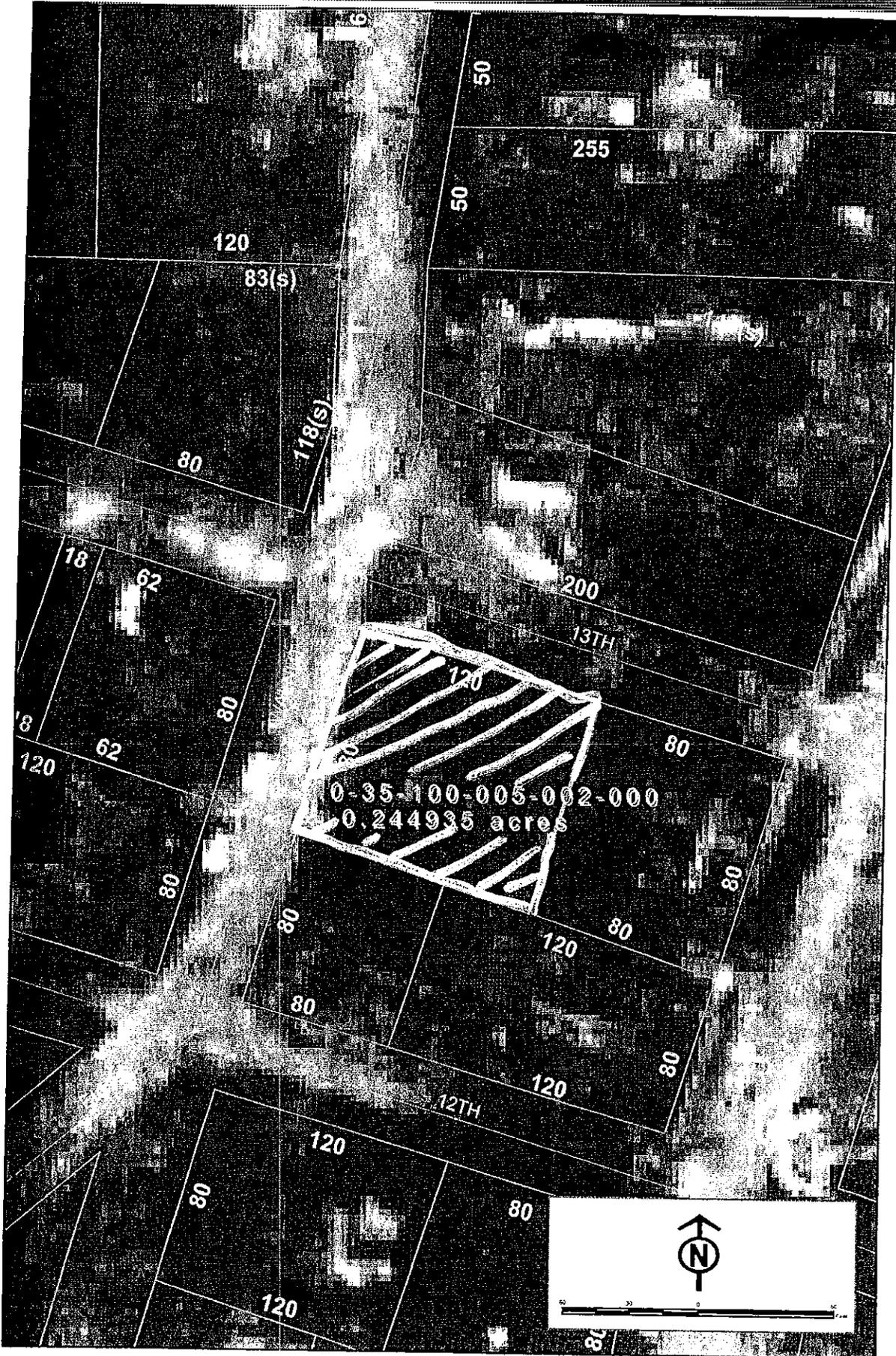
1. Adams Park
2. City Hall Park (part of the Nature Sanctuary)
3. English Landing Park
4. Memorial Fountain Park
5. Parkville Nature Sanctuary
6. Pocket Park
7. Watkins Park

Additional undeveloped parkland / open space

8. Bell Road Property
9. Dorsey Property
10. Sullivan Nature Sanctuary / English Landing West
11. Gateway Park (named but undeveloped)



Adams Park



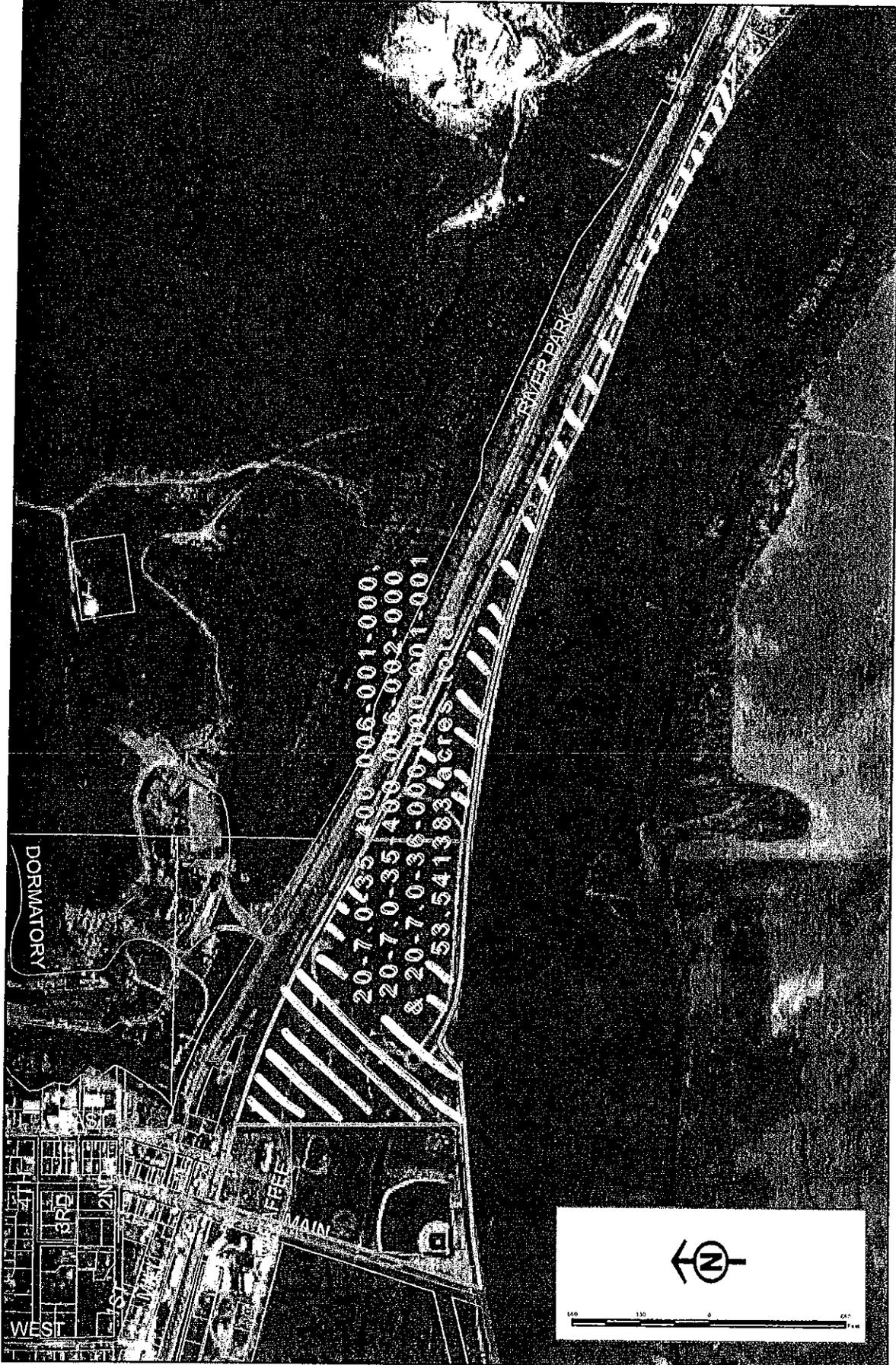
Bell Road Property



Dorsey Property



English Landing Park



Approximate location of pedestrian bridge over ditch (from Main St road into railway corridor).

Approximate boundary of former industrial site (indicated by hatched area).



Original Field



English Langdon Park

Missouri River

© 2006 Sanborn
© 2005 Pearson Education

Gateway Park



Appendix B

**PARKVILLE PARKS PLAN
2008 Park Inventory**

Name	Size (acres)	Classification	Location	Amenities				
				Feature	Description	Quantity	Age	Condition
Pocket Park	0.05	Mini	1st & Main Street	Plumbing	Sprinkler system	1	10 years	Good
				Plumbing	Drinking fountain	1	New - 2006	Excellent
				Electrical		1	New/10 yrs	Good
				Deck	wood	1	10 years	Good
				Brick walk	Engraved pavers	1	New/10 yrs	Good
				Rock wall	Natural rock	1	20 years	Fair
Adam's Park	0.24	Neighborhood	13th & West Street	Shelter	Slab	1	20 years	Good
					Structure	1	20 years	Fair
				Retaining Wall	Utility Poles	1	20 years	Fair/Poor
				Steps	Concrete			Fair
Watkins Park	1.22	Neighborhood	10th & West Street	Fence	Wood split rail	1	20 years	Fair/ Poor
				Shelter	Slab			22 years
English Landing West	8.97	Undeveloped	Missouri River Front	Tables	Metal/wood	1	22 years	Good
				Grills	Metal	1	22 years	Fair
				Playgrounds	Swing	1	22 years	Fair
					Spring toy	1	12 years	Fair
				Basketball court	Slab	1	7 years	Good
					Goals		7 years	Good
					Nets		7 years	Good
				Horseshoe court		1	22 years	Fair
				Trail	Asphalt 5' width	1	7 years	Good
English Landing Park	76	Regional Park	Missouri River Front	Stage		1	5 years	Good
				North Shelters	Slab	2	22 years	Fair
					Structure	2	22 years	Fair
				East/West Shelters	Slab	2	4 years	Excellent
					Structure	2	4 years	Excellent
					Electrical	2	4 years	Excellent
				Tables		22	2-10 years	Good
				Grills	Charcoal	6	5-20 years	Fair
				Benches	Cast Iron	10	new - 7 years	Good
					Wood	5	5- 10 years	Poor
				Playgrounds	Swings	4	new-20 years	Good
					Spring toys	4	new - 7 years	Good
					Slides	3	new - 7 years	Good
					Ball toss	1	new	Good
				Sidewalks	5' sidewalks		new-20 years	Good
					4' sidewalks		new-20 years	Good
				Ball fields	backstop	2@24' H x 20' L	20 years	Fair
					8' chain link fence	8' H x 200' L	20 years	Fair
					4' chain link fence	4' H x 1,228' L	20 years	Fair
					10' chain link fence	10' H x 102' L	2 - 20 years	Good
					dugouts	4	20 years	Fair/Poor
					bleachers	4	4 - 20 years	Fair
					Infield	2	20 years	Fair
					Outfield	2	20 years	Fair
				Soccer fields	Field	1	20 years	Fair
					Goals	2	New	Excellent
					Nets	2	New	Excellent
				Basketball courts	Slab	2	6 - 20 years	Good/poor
					Goals	3	6 - 20 years	Good/fair
					Nets	2	New	Good
				Trails - rock	Riegelman Memorial	2.5 miles	20 years	Good
				- asphalt		0.4 miles	new-20 years	Fair
				Buildings	Park Office		20+ years	Fair
	Public Restrooms		10 years	Fair				
	Farmers Market		20 years	Fair/Poor				
Water Lines	water lines							
	yard hydrants	5	new-20 years	Fair				
Gresham	0.83	Special Use	Train Depot	Fountain		1		
Parkville Nature Sanctuary	40	Natural Area	12th Street & 9 Hwy	Shelter	Girl Scout Shelter	1	60 years	
				Trails	Old Kate Trail	0.9 miles		
					Butterfly Pass	0.1 miles		
					Whitetail Trail	1.3 miles		
					Bluebird ADA Trail	0.3 miles		
					Paw Paw Path	0.2 miles		
Sullivan Nature Sanctuary	3.03	Natural Area	Main Street	Parking lot	asphalt			
				Jail	Historic steel cage	1		
Main Street	0.23	Greenway	Main Street 7th-12th Street	Trail	North Twin Trail	0.4 miles		
				Trail	South Twin Trail	0.4 miles		
45 Highway	0.8	Greenway	Highway 45 Highway 9/Riss Lake Drive					
Dorsey Park	6.07	Undeveloped	Country Gardens subdiv.					
Bell Road	1.97	Undeveloped	Bell Road					
Gateway Park	1.14	Undeveloped	9 Hwy & 62nd Street					
Total Acres	140.55							

PARKS MASTER PLANNING PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 4th day of November 2015, by and between the CITY OF PARKVILLE, MISSOURI ("City") and [REDACTED] ("Service Provider").

WHEREAS, the City requires a planning services consultant to facilitate a community planning process that culminates in the update of the 2008 Parkville Parks Plan, with specific emphasis on the riverfront parks corridor, notably the intersection of Platte Landing Park and the western portion of English Landing Park ("Project"); and

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

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

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all community parks planning services provided by the Service Provider in accordance with this Agreement.
- B. The City agrees to retain Service Provider and Service Provider agrees to perform and complete the Services described in the Exhibit A – Work Plan, attached hereto and incorporated by reference.
- C. The City reserves the right to direct revision of the Services at the City's discretion. Service Provider shall advise the City of additional costs and time delays, if any, in performing the revision, before Service Provider performs the revised services.
- D. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed in a lump sum amount of [REDACTED] in incremental amounts among completion of specified tasks as outlined in Exhibit A.
 - b. Service Provider is eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. in accordance with the objectives outlined in Exhibit A. Such expenses will be invoiced for direct reimbursement with no mark-up only with advance written authorization from the City. (subject to change based on scope and fee negotiations)

- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within six (6) months of receiving the notice to proceed.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

- A. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance,

when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :

- a. Is licensed to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A or better; and
 - c. Carries at least a Class X financial rating.
- B. Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- B. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. RELATIONSHIP OF THE PARTIES

- A. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by Service Provider shall be sent to:
City of Parkville

Attn: City Administrator
8880 Clark Ave.
Parkville, MO 64152
lpalmer@parkvillemo.gov

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

<insert contact information>

XI. TERM AND TERMINATION

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

XII. MISCELLANEOUS PROVISIONS

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

consideration for employment without regard to race, creed, color, national origin, religion, or sex.

- iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.
- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or unenforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

<CONSULTANT>

By: _____

<Name>

<Title>

EXHIBIT A

<attach scope of work and fee>