



**COMMUNITY LAND AND RECREATION BOARD**

Regular Meeting (#19-5) Agenda  
CITY OF PARKVILLE, MISSOURI  
Wednesday, July 10<sup>th</sup>, 2019 6:00 pm

**1. CALL TO ORDER**

A. Roll Call

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adam Zink (Chair) | <input type="checkbox"/> Laura Ozenberger (Secretary) | <input type="checkbox"/> Michelle Flamm  |
| <input type="checkbox"/> Linda Arnold      | <input type="checkbox"/> Neil Davidson (Vice Chair)   | <input type="checkbox"/> Bill Gresham    |
| <input type="checkbox"/> Susan Robb        | <input type="checkbox"/> Bob Stuteville               | <input type="checkbox"/> Steven Sturgess |
|  | <input type="checkbox"/> Marc Sportsman (Liaison)     |  |

**2. CONSENT AGENDA**

- A. Approve the minutes for the May 8, 2019 regular meeting.

**3. NON-ACTION AGENDA**

- A. BikeWalkKC Presentation  
B. Eagle Scout Presentation

**4. ACTION AGENDA**

- A. Approval of Engaged Athletics Use Contract Amendment No. 1  
B. Approval of Northland Defenders Use Contract

**5. STAFF UPDATES ON ACTIVITIES**

- A. Nature Sanctuary Reports (May / June)  
B. Parks Reports (May / June)  
C. Public Works Report

**6. MISCELLANEOUS ITEMS FROM THE BOARD**

**7. ADJOURN**



**COMMUNITY LAND AND RECREATION BOARD**

Regular Meeting (#19-4)

**MINUTES**

CITY OF PARKVILLE, MISSOURI

Wednesday, May 8, 2019 6:00 pm

City Hall Boardroom

**1. CALL TO ORDER**

The meeting was called to order at 6:00 p.m. Roll was called by Assistant to the City Administrator, Anna Mitchell.

Members present were:

Adam Zink (Chair)  
Neil Davidson (Vice Chair)  
Laura Ozenberger (Secretary)  
Steven Sturgess  
Michelle Flamm  
Susan Robb  
Bob Stuteville

Absent with prior notice were:

Linda Arnold  
Bill Gresham

Marc Sportsman (Liaison)

A quorum of the Board was present.

Anna Mitchell, Assistant to the City Administrator, and Bonnie Buckmaster, Public Works Assistant, were present on behalf of the City.

**2. CONSENT AGENDA**

1. Approve the minutes for the April 10, 2019, Regular Meeting

**NEIL DAVIDSON MOVED TO APPROVE THE MINUTES FROM THE April 10, 2019 REGULAR MEETING with the date revision; MICHELLE FLAMM SECONDED; MOTION PASSED 7-0.**

**3. ACTION AGENDA**

A. Approval of the TRIM Grant Application Submission

The Missouri Department of Conservation (MDC), in cooperation with the Missouri Community Forest Council, offers a grant funding program to assist government agencies, public schools, and non-profit organizations with the management, improvement, or conservation of trees on public lands. Projects that are eligible for TRIM funding include tree inventory, removal or pruning of hazardous trees, tree planting, and training volunteers or municipal employees to care for community trees.

City staff plans to prepare and submit the TRIM grant request in the amount of \$10,000 to assist with the tree inventory of the City's parks. Any funding remaining from the grant will be used to remove the hazardous trees with the highest priority. Staff anticipates that the tree inventory will represent the majority (about three-fourths) of the grant request.

**LAURA OZENBERGER MOVED TO RECOMMEND THAT THE BOARD OF ALDERMEN DIRECT STAFF TO PREPARE AND SUBMIT THE TRIM GRANT APPLICATION; STEVEN STURGESS SECONDED; MOTION PASSED 7-0.**

**4. NON-ACTION AGENDA**

- A. Park Restoration Tour date Selection – Monday, May 20, 2019 at 5:00 p.m. Meet at the Farmers Market

**5. STAFF UPDATES ON ACTIVITIES**

- A. April Nature Sanctuary Report – Included in the CLARB Packet
- B. April Parks Report – Included in the CLARB Packet
- C. Public Works Report – Included in the CLARB Packet

**6. MISCELLANEOUS ITEMS FROM THE BOARD**

- A. BNSF Right of Way Easement Permit Update – Anna Mitchell, Assistant to the City Administrator, stated that staff had received a permit from BNSF for a term of 30 years at a rate of \$120,000. Staff has commissioned an on-call engineer to mark easements to determine if it would be cheaper to move the trail out of the railroad right of way. Platte County has not received their permit to date. Mitchell will reach out to Dan Erickson of Platte County P&Z to follow-up.

**7. ADJOURN**

**LAURA OZENBERGER MOVED TO ADJOURN AT 6:28 P.M.  
SUSAN ROBB SECONDED; MOTION PASSED 7-0.**

The minutes for April 10<sup>th</sup>, 2019, having been read and considered by the Community Land and Recreation Board, were approved on this the 8<sup>TH</sup> Day of May, 2019.

\_\_\_\_\_  
Bonnie Buckmaster, Public Works Assistant

\_\_\_\_\_  
Approval date

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

Date: Thursday, June 27, 2019

Prepared By:  
Anna Mitchell  
Assistant to the City Administrator

Reviewed By:  
Alysen Abel  
Public Works Director

ISSUE:

Approve Addendum Number 1 to the Field Maintenance and Use Agreement with Engaged Holdings for the purpose of using Grigsby Field in English Landing Park.

BACKGROUND:

On August 21, 2018 the Field Maintenance and use Agreement with Engaged Holdings was approved by the Board of Alderman. Once the agreement was approved, Engaged Holdings moved forward with their portion of the agreement and proceeded to rebuild the pitching mound, level out the base paths with new material, and replaced the sod of the infield, fulfilling the requirement of three major alterations to the field.

With baseball season starting in early March, the team still has yet to use the field for practice or games due to the flooding of the park. Engaged put roughly \$18,000 into the field to ensure that they would be able to use the field at a higher standard. Because they have yet to use the field and have installed their upgrades, Staff is proposing an addendum to the contract to allow for no additional improvements to be done during the second year of the contract, but for the third year to revert to the original terms. Engaged Holdings would not be responsible for any additional upgrades or rental fees during the second term year but would still be required to abide by the maintenance requirements set in the agreement.

BUDGET IMPACT:

There will be no budget impact associated with the agreement addendum.

ALTERNATIVES:

1. Approve Addendum Number 1 to the Field Maintenance and Use Agreement with Engaged Holdings for the purpose of using Grigsby Field in English Landing Park.
2. Approve Addendum Number 1 to the Field Maintenance and Use Agreement with Engaged Holdings for the purpose of using Grigsby Field in English Landing Park with changes recommended by the Community Land and Recreation Board.
3. Do not approve Addendum Number 1 to the Field Maintenance and Use Agreement with Engaged Holdings for the purpose of using Grigsby Field in English Landing Park.
4. Postpone the discussion.

STAFF RECOMMENDATION:

Staff recommends that CLARB approve Addendum Number 1 to the Field Maintenance and Use Agreement with Engaged Holdings for the purpose of using Grigsby Field in English Landing Park.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve Addendum Number 1 to the Field Maintenance and Use Agreement with Engaged Holdings.

**ITEM 4A**  
*For 7-10-2019*  
**Community Land and Recreation Board Meeting**

POLICY:

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

ATTACHMENTS:

1. Original Field Maintenance and Use Agreement dated 08/21/18.
2. Proposed Addendum Number 1.

## FIELD MAINTENANCE AND USE AGREEMENT

This Use Agreement is made and entered into this 21<sup>st</sup> day of August 2018, by and between the City of Parkville, Missouri, a municipality of the fourth class, hereinafter called "the City," and Engaged Holdings, a youth sports organization, hereinafter called "Engaged Holdings."

**WHEREAS**, The City owns the three baseball fields generally located in English Landing Park south of McAfee Street and east of Main Street in Parkville, Platte County, Missouri. The three baseball fields are known as Ball Field 1, Grigsby Field, and Ball Field 3. The locations are further described in Exhibit A, attached hereto and incorporated by reference, hereinafter "the Premises"; and,

**WHEREAS**, The City desires to allow Engaged Holdings to use the Premises for youth recreational baseball practice and the latter desires to use the same with permission from the City in accordance with the following terms; and,

**WHEREAS**, this Agreement replaces any and all pre-existing arrangements, verbal or written, between the City and the Engaged Holdings related to the use of the Premises.

**NOW THEREFORE**, The City agrees to allow the Engaged Holdings to use the Premises, as follows:

**1. Term and Termination.**

- a. The term of this Agreement shall be one (1) year from the effective date of this agreement and it may be renewed by the City for two additional one year terms upon written notice by at least 30 days prior to expiration of the then current term.
- b. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

**2. Grant of Use.** Engaged Holdings shall be scheduled to use the Premises or a portion of the Premises for baseball practice during the hours of 6 p.m. to 8 p.m. on Ball Field #1 on Tuesdays; Grigsby Field on Wednesdays and Thursdays; and Ball Field #3 on Tuesdays, Wednesdays, and Thursdays from April 1 through June 30 and from August 1 through October 31. If at any time during this period Engaged Holdings declares they are not using the Premises, the City may grant the use of the Premises to other users. Black-out dates will be discussed with City Staff prior to establishing reservation times.

**3. User Fee.** Engaged Holdings shall not be obligated to pay any user fee to the City, except in the circumstances outlined Section 10, Section 15, and Section 16 of this agreement. The consideration to the City for entering into this Agreement is the benefits derived by the citizens of the City of Parkville, Missouri, from the ongoing maintenance and installation of two (2) or more Major Alterations of the Premises. Engaged Holdings agrees to provide youth baseball programs through the term of this Agreement.

**4. Other Uses.** The City reserves the right to use any portion of the Premises for other uses, in its sole discretion, during any time when the Premises are not reserved for the use by Engaged Holdings.

**5. Utilities.** Engaged Holdings shall have no access or right to use utilities to the Premises including, but not limited to, water, sewer, electricity, gas, and trash. It is understood that municipal parking stalls adjacent to and near the Premises are available for non-exclusive use by Engaged Holdings patrons and are also available for use by the general public.

**6. Insurance.** Engaged Holdings shall keep in force, at Engaged Holdings' expense, as long as this Agreement shall remain in effect, Commercial General Liability Insurance in a responsible company, authorized to do business in the State of Missouri, with respect to the Premises with coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Engaged Holdings shall secure the endorsement in the name of the City as an additional insured, on such liability insurance policy, without additional expense to the City. Engaged

Holdings will provide a copy of such certificate of liability insurance to the City and shall notify the City if such insurance is threatened to be canceled or expired subject to a Notice of Cancellation Form provided by the Insurer.

Engaged Holdings will indemnify the City and save the City harmless from and against any and all claims, action damages, liabilities and expenses in connection with the loss of life, personal injury, theft, vandalism or damages to property arising out of or from the use of the Premises by Engaged Holdings, provided, however, Engaged Holdings will not be liable to the City on any claim, to the extent it is caused by the negligence of the City, or its agents or employees. Failure of the Engaged Holdings to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

7. **Maintenance and Repairs.** During its use of the Premises, Engaged Holdings shall be responsible for maintenance of the Premises, excluding regular mowing, in a manner that is safe and presentable for program participants. Engaged Holdings shall complete a series of maintenance projects on a weekly and monthly basis to the Premises outlined below:
  - a. Weekly Basis: General turf and field maintenance including but not limited to edging, weeding, warning track repair, field dragging/leveling, any mowing that is additional to what City Staff has regularly scheduled, and repair of any Major Alterations added by Engaged Holdings.
  - b. Monthly Basis: Pitching mound repair on Grigsby Field and backstop netting safety repair on Grigsby Field.

The City is responsible for mowing the Premises on a regular basis, consistent with mowing practices for other areas of English Landing Park throughout the year. The field and field turf will be in a substantially similar or better condition at the termination of the agreement as at the beginning of the agreement. Engaged Holdings will not use the Premises during extremely wet conditions or other times that may lead to damage of the field and field turf, which is subject to the professional opinion of the Parks Superintendent. Engaged Holdings is responsible for any major repairs to the field and field turf caused by its use of the Premises.

8. **Signage.** Engaged Holdings is able to post one sign on the ballfield fencing that is no larger than six (6) square feet in size per Section 409.040 of the Parkville Development Code for the purpose of showing the entity of which that is making repairs and regular maintenance to the field.
9. **Entry Upon the Premises.** Engaged Holdings agrees to permit the City, or its authorized agents, to enter the Premises at all times for the purpose of inspecting to ensure compliance with the terms of this Agreement.
10. **Major Alterations by Engaged Holdings.** During its use of the Premises, Engaged Holdings agrees to complete two (2) or more of the following Major Alterations to Grigsby Field at no cost to the City per term year. The first two (2) items will be completed by the beginning of the Spring Season. The Major Alteration/s will be decided by mutual consent of Engaged Holdings and the City. The following alterations are listed in priority order.
  - a. Overall clean-up of the field: includes edging, weeding, and leveling of all surfaces.
  - b. Mound rebuild and repairs
  - c. Removal and replacement of the infield surface material.
  - d. Dugout improvements.
  - e. Repair and extension of netting directly behind home plate with new backstop.
  - f. Bullpen mounds and home plate concrete and turf installation.
  - g. Batting cage concrete, turf, and netting installation
  - h. Purchase of protective equipment: Turtle, hitting pads, BP Pitching Box, Screens, and infield tarp.

Other items that may be considered in the future depending on need.

- a. Repair of the electronic scoreboard.
- b. Purchase of maintenance equipment.

This list is not exhaustive, additional improvements may be completed with the prior written approval of the City. Prior to proceeding with any of the above Major Alterations, Engaged Holdings must meet with the City and provide a detailed written plan (Major Alteration plan) of how it will accomplish one of the Major Alterations listed above. The City must approve a Major Alteration plan provided by Engaged Holdings prior to a Major Alteration being added or fabricated. When a Major Alteration is completed it will be inspected by the City and upon satisfactory inspection it will be deemed complete. When a Major Alteration is deemed complete by the City it will be considered donated in its entirety to the citizens of Parkville to be hereafter owned by the City of Parkville and managed on behalf of the citizens by the City of Parkville. Following acceptance of a Major Alteration, the City may treat the project as it would any other City property similar in nature. The City reserves the right to move/remove and/or retire said donation. No other alterations or structural improvements shall be made by Engaged Holdings to the Premises during the term hereof without the prior written consent of the City.

11. **Major Alterations not installed by Engaged Holdings.** If the installation of two (2) Major Alterations per year do not take place during the contract term, Engaged Holdings will reimburse the City for the use of the Premises in the amount of fees corresponding with the reservations used while under this agreement.
12. **Other Considerations.** If Engaged Holdings uses adult or youth volunteers to conduct maintenance and repair operations or complete Major Alterations, it must submit to the City a completed and signed Volunteer Waiver for each volunteer participant prior to the work taking place. An example of the Volunteer Waiver can be found in Exhibit B.
13. **Compliance with Law.** Engaged Holdings must comply with all applicable local, state, and federal laws with regard to programming and operations. Failure to comply with applicable laws is considered a breach of this agreement.
14. **Reporting.** Each year on or before December 1, the Engaged Holdings shall provide a written report to the City of its activities for the prior season which ended October 31. The report shall include information that is pertinent to summarizing the use, maintenance/repair, and Major Alterations related to the Premises.
15. **Successors and Assigns.** This agreement shall not be assigned to any party without the prior written approval of the City. Any such assignment of the agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
16. **Termination for Cause.** If either party fails to fulfill the terms of this Agreement, the other party may provide thirty (30) days written notice to the offending party that outlines the specific issues of default. If the default is not cured within fifteen (15) days, the Agreement will terminate. If Engaged Holdings fails to fulfill the terms of this Agreement and it is terminated for cause before January 31<sup>st</sup> of the corresponding contract year, Engaged Holdings must complete (1) Major Alterations or reimburse the City for the use of the Premises in the amount equal to reservations used up to that point. If Engaged Holdings fails to fulfill the terms of this Agreement and it is terminated for cause after January 31<sup>st</sup> of the corresponding contract year, it must complete (2) Major Alterations or reimburse the City for the use of the Premises in the amount equal to reservations used up to that point. Amount of reservations will be calculated according to this agreement and not according to the actual use.
17. **Termination for Convenience.** Either party may at any time and for any reason terminate the agreement upon sixty (60) days written notice to the other party. If Engaged Holdings proposes the termination before January 31<sup>st</sup> of the corresponding contract year, it must complete (1) Major Alterations or reimburse the City for the use of the Premises in the amount equal to reservations used



up to that point. If Engaged Holdings proposes the termination after January 31<sup>st</sup> of the corresponding contract year, it must complete (2) Major Alterations or reimburse the City for the use of the Premises in the amount equal to reservations used up to that point. In the event of significant flood, natural disaster or other damage that renders the Premises unusable, this agreement will immediately terminate, and all parties will be deemed whole.

18. **Notice.** Written notice regarding this agreement shall be effective upon receipt via hand-delivery; three working days after deposit in the U.S. Mail, or by confirmed delivery by national overnight delivery service to the following addresses:

To City:

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

To Engaged Holdings:

Engaged Holdings  
Attn: Chad Earwood  
10812 NW Highway 45  
Parkville, MO 64152

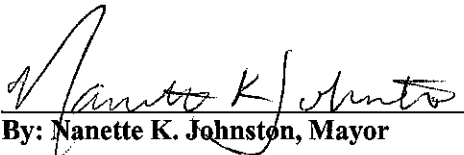
19. **Entire Agreement.** This document constitutes the entire agreement between the Engaged Holdings and the City. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Engaged Holdings nor the City has made any promises or representations, other than those set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

In witness whereof, the parties have set their hands this 21st day of August 2018.

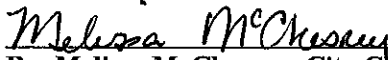
Engaged Holdings

City of Parkville, Missouri

  
By: Scott Lehr  
v.p. - Executive Initiatives

  
By: Nanette K. Johnston, Mayor

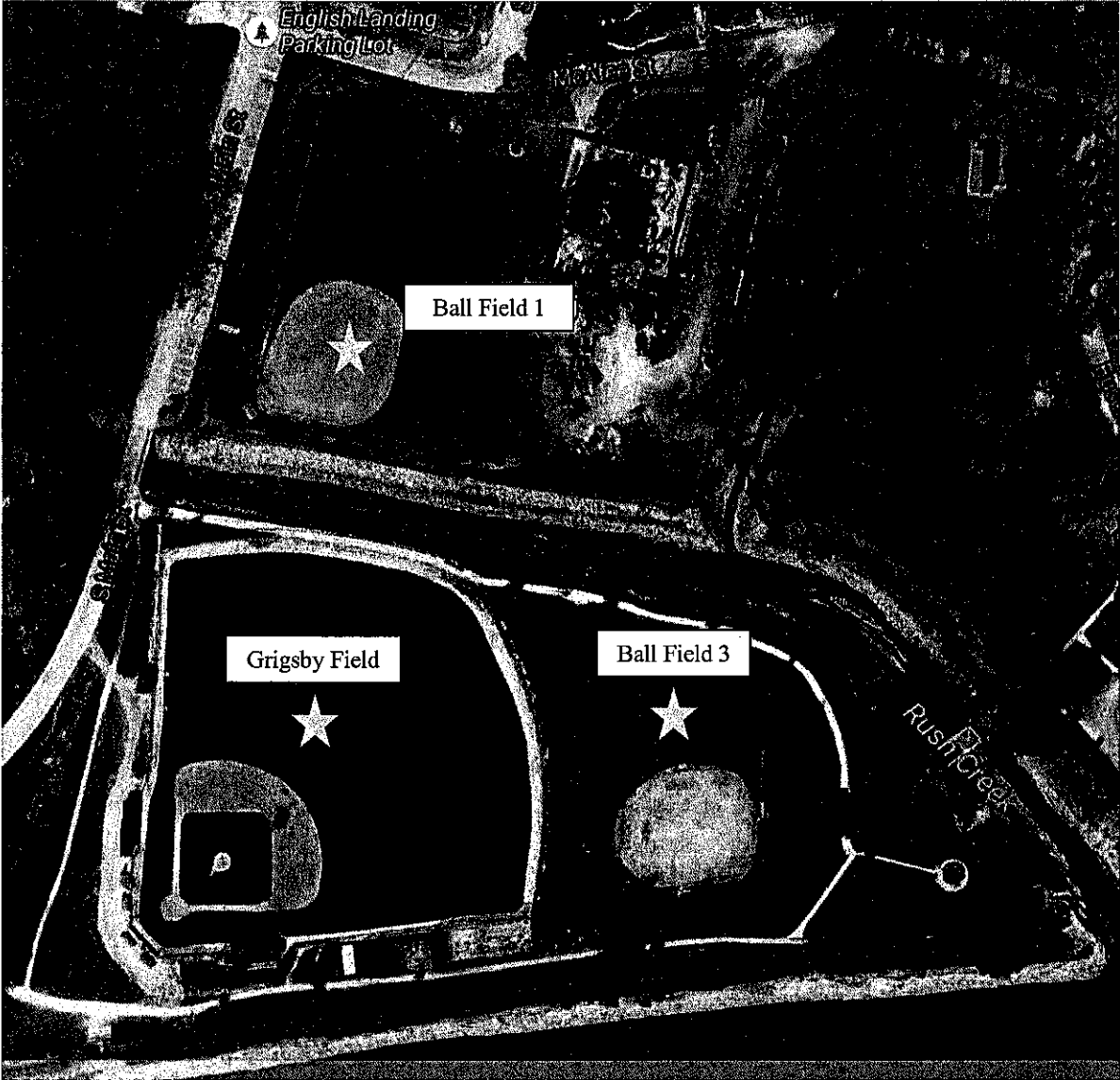
ATTEST

  
By: Melissa McChesney, City Clerk



**EXHIBIT A**  
**Premises**

That portion of parcel number 20-7.0-35-400-006-002.000, generally located south of McAfee Street and east of Main Street in Parkville, Platte County, Missouri. The three baseball fields are known as Ball Field 1, Grigsby Field, and Ball Field 3 are identified by orange stars in the image below.



**EXHIBIT B  
Volunteer Liability Waiver**

**City of Parkville  
Waiver of Liability**

Participant's Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_ DOB: \_\_\_\_\_

**READ BEFORE SIGNING:**

In consideration of being allowed to participate in any way as part of \_\_\_\_\_, including related events and activities, the undersigned acknowledges, and agrees that:

1. The risk of injury from the activities involved in this activity may be significant, including the potential for permanent paralysis, serious injury and death, and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my participation; and,
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS The \_\_\_\_\_, their officers, officials, agents and/or employees, other participants, sponsoring agencies, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property.

**FOR PARTICIPANTS OF MINORITY AGE (under 18 years of age):** This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS.**

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If under 18 years of age:

\_\_\_\_\_  
Parent/Guardian Name (print)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

Amendment No. 1

The Agreement between the City of Parkville and Engaged Holdings originally for the period August 21<sup>st</sup>, 2018 through August 21<sup>st</sup>, 2019 with the option to renew two additional one (1) year terms is hereby amended as follows:

Whereas the parties thereto desire to amend the agreement for one (1) year to cover the period from August 21, 2019 through August 21, 2020, without alteration, with the understanding that Engaged Holdings is not required to provide any additional major alterations or rental fees from August 21, 2019 through August 21, 2020. If the parties desire to continue the agreement for a third one (1) year period, the original agreement, including the requirement of major alterations, will be in full force and effect.

In all other respects said Agreement shall remain unchanged.

**THE CITY OF PARKVILLE, MISSOURI**


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

Date: \_\_\_\_\_

ATTESTED:

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

**ENGAGED HOLDINGS**

  
\_\_\_\_\_  
Scott Lehr, V.P. Executive Initiatives

Date: 6.17.19

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

Date: Thursday, June 27, 2019

Prepared By:  
Anna Mitchell  
Assistant to the City Administrator

Reviewed By:  
Alysen Abel  
Public Works Director

ISSUE:

Approve an agreement with Northland Defenders, Inc, to use and maintain Vikings Field.

BACKGROUND:

Earlier this year, City staff was contacted by the Northland Defenders team coach with interest in using Vikings Field. Upon sitting down with two of their representatives, staff presented them with the Field Use and Maintenance contract that we have with other teams in the area. The Northland Defenders are very willing to work with the City as they have in the past as former Vikings coaches.

Northland Defenders are looking for a home field for regular practices throughout the week for a 5<sup>th</sup> grade football team. The schedule that they have proposed will not conflict with any dates that have been promised to Park Girls Lacrosse, who also have a similar agreement with the City. With having a home field, the Northland Defenders will have multiple opportunities to apply for large grants. The team is hoping to use the grant projects as their contribution to the field in lieu of rental payments. In the case that a grant applied for is not awarded, the Northland Defenders have also provided a list of improvements that will be completed to continue being compliant with the agreement.

Northland defenders will be responsible for any utilities used while using the field, all of which will be invoiced from the City. The agreement is set for a one-year term with the availability to renew up to two additional one-year terms. Northland Defenders will provide regular maintenance during use as well as at minimum one major alteration per term year. One alteration per term was decided to have continuity with the Park Girls Lacrosse Contract. This partnership would allow the field to get the improvements it needs to allow for a better demand in the future.

BUDGET IMPACT:

There is no budget impact suspected.

ALTERNATIVES:

1. Recommend that Board of Aldermen approve the Use and Maintenance agreement with the Northland Defenders for the use of Vikings Field.
2. Recommend that Board of Aldermen approve the Use and Maintenance agreement with the Northland Defenders for the use of Vikings Field with modifications to meet the desires of CLARB.
3. Do not approve the recommendation of the agreement.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends CLARB recommend the Board of Aldermen approve the Use and Maintenance agreement with the Northland Defenders for the use of Vikings Field.

**SUGGESTED MOTION:**

I move to recommend that the Board of Aldermen approve the Use and Maintenance agreement with the Northland Defenders for the use of Vikings Field.

**POLICY:**

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

**ATTACHMENT:**

1. Agreement

## FIELD CONSTRUCTION, MAINTENANCE, AND USE AGREEMENT

This Use Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Parkville, Missouri, a municipality of the fourth class, hereinafter called “the City,” and the Northland Defenders, INC, a youth lacrosse organization, hereinafter called “Northland Defenders”

**WHEREAS**, The City owns the land generally located at the southwest corner of River Road and Hwy FF, addressed at 12398 NW Highway FF, Parkville, Platte County, Missouri, 64152, known as Viking Field, as further described in Exhibit A, attached hereto and incorporated by reference, hereinafter the “Premises”; and,

**WHEREAS**, The City desires to allow Northland Defenders to use and maintain the field for youth recreational football practice and competition, and the latter desires to use the same with permission from the City in accordance with the following terms; and,

**WHEREAS**, this Agreement replaces any and all pre-existing arrangements, verbal or written, between the City and the Northland Defenders related to the use of the Premises.

**NOW THEREFORE**, The City agrees to allow Northland Defenders to use the Premises, as follows:

1. **Term.**
  - a. The term of this Agreement shall be one (1) year from the effective date of this agreement and it may be renewed by the City for two additional one year terms upon written notice by at least 30 days prior to expiration of the then current term.
  - b. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
2. **Premises.** The Premises governed by this Agreement shall include all improvements and fixtures thereon, which shall remain the property of the City at the termination of this Agreement. Northland Defenders shall retain title to all personal property which it owns and which is located on the premises. The City is not responsible for security or maintenance of the personal property of Northland Defenders. At the sole discretion of the City, Northland Defenders shall remove, at their own expense, all improvements, fixtures, and personal property from the Premises at the termination of the Agreement.
3. **Grant of Use.** Northland Defenders shall be scheduled to use the Premises for youth sports programming during the period from July 1 to November 30, three days a week; Tuesdays, Thursdays, and Fridays. If at any time during this period Northland Defenders declares they are not using the Premises, the City may grant the use of the Premises to other users. Requests for changes or additions to the days and time of use must be mutually agreed upon in writing by the City and Northland Defenders and will be attached as a supplement to this agreement as needed.
4. **User Fee.** Northland Defenders shall not be obligated to pay any user fee to the City. The consideration to the City for entering into this Agreement is the benefits derived by the citizens of the City of Parkville, Missouri, from the programs provided by the Northland Defenders and the construction and ongoing maintenance of the premises. Northland Defenders agreed to provide youth sports programs for football throughout the term of this Agreement.
5. **Other Uses.** The City reserves the right to use any portion of the Premises for other uses, in its sole discretion, during any time when the Premises are not reserved for the use by Northland Defenders.
6. **Utilities.** During its use of the Premises, Northland Defenders shall pay for all utilities to the Premises including, but not limited to, water, sewer, electricity, gas, and trash. The City will invoice Northland Defenders quarterly for the City’s actual water bills for service to the Premises during Northland Defenders use of the Premises, plus an administrative fee equal to five percent (5%) of

water bills. The administrative fee is considered reimbursement for the City's costs associated with maintaining the water service and billing.

7. **Insurance.** The City shall procure and maintain property insurance covering the land only. Northland Defenders shall keep in force, at Northland Defenders' expense, as long as this Agreement shall remain in effect, Commercial General Liability Insurance in a responsible company, authorized to do business in the State of Missouri, with respect to the Premises with coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Northland Defenders shall secure the endorsement in the name of the City as an additional insured, on such liability insurance policy, without additional expense to the City. Northland Defenders will provide a copy of such certificate of liability insurance to the City and shall notify the City if such insurance is threatened to be canceled or expired.

Northland Defenders will indemnify the City and save the City harmless from and against any and all claims, action damages, liabilities and expenses in connection with the loss of life, personal injury, theft, vandalism or damages to property arising out of or from the use of the Premises by Northland Defenders, provided, however, Northland Defenders will not be liable to the City on any claim, to the extent it is caused by the negligence of the City, or its agents or employees. Failure of the Northland Defenders to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

8. **Maintenance and Repairs.** During its use of the Premises, Northland Defenders shall be responsible for any upgrades, repairs, and maintenance of the Premises in a manner that is safe and presentable for program participants. In the event of significant flood or other damage to the Premises, the City will perform repairs in its sole discretion. In the event Northland Defenders desire repairs that would not otherwise be performed by the City, Northland Defenders will assume the costs of any repairs that exceed applicable insurance proceeds, including the City's insurance deductible. Northland Defenders shall complete a series of maintenance projects on a weekly and monthly basis, to the Premises outlined below:

- a. General turf, field, and structure maintenance including but not limited to edging, weeding, turf patching, goal painting/touch up. This also includes the repair and maintenance of any Major Alterations added by Northland Defenders.
- b. Northland Defenders is responsible for mowing the Premises on a regular basis, consistent with mowing practices for the field throughout the year at the sole expense of Northland Defenders.
- c. The field and field turf will be in a substantially similar or better condition at the termination of the Agreement as at the beginning of the Agreement.
- d. Northland Defenders will not use the Premises during extremely wet conditions or other times that may lead to damage of the field and field turf. Northland Defenders is responsible for any major repairs caused to the field and field turf caused by its use of the Premises.

9. **Major Alterations by Northland Defenders.** During its use of the Premises, Northland Defenders will add one (1) or more of the Major Alterations to the Premises per term year, at no cost to the City. The annual major alteration will be done by November 30 of each term year. The Major Alteration/s will be decided by mutual consent of Northland Defenders and the City unless designated as pre-approved. The following pre-approved Major Alterations are listed in priority order if grant monies obtained:

- a. Install field lighting on current utility poles
- b. Improve drainage surrounding Vikings Field



The following pre-approved Major Alterations are listed in priority order if grant monies are not obtained:

- a. Provide container for equipment storage
- b. Install additional gravel surface in main parking lot

This list is not exhaustive, additional improvements may be completed and priority order may be altered with the prior written approval of the City. Prior to proceeding with any of the above Major Alterations, Northland Defenders must meet with the City and provide a detailed written plan (Major Alteration plan) of how it will accomplish the Major Alterations proposed. The City must approve a Major Alteration plan provided by Northland Defenders prior to a Major Alteration being added or fabricated. When a Major Alteration is completed, it will be inspected by the City and upon satisfactory inspection, it will be deemed complete. When a Major Alteration is deemed complete by the City, it will be considered donated in its entirety to the citizens of Parkville to be hereafter owned by the City of Parkville and managed on behalf of the citizens by the City of Parkville. Following acceptance of a Major Alteration, the City may treat the project as it would any other City property similar in nature. The City reserves the right to move/remove and/or retire said donation. No other alterations or structural improvements shall be made by Northland Defenders to the Premises during the term hereof without the prior written consent of the City.

- 10. Entry Upon the Premises.** Northland Defenders agrees to permit the City, or its authorized agents, to enter the Premises at all times for the purpose of inspecting to ensure compliance with the terms of this Agreement.
- 11. Other Considerations.** If Northland Defenders uses adult or youth volunteers to conduct maintenance and repair operations or complete Major Alterations, it must submit to the City a completed and signed Volunteer Waiver for each volunteer participant prior to the work taking place. An example of the Volunteer Waiver can be found in Exhibit B.
- 12. Compliance with Law.** Northland Defenders must comply with all applicable local, state, and federal laws with regard to programming and operations. Failure to comply with applicable laws is considered a breach of this agreement.
- 13. Reporting.** Each year on or before January 1, Northland Defenders shall provide a written report to the City of its activities for the prior season ending in November. The report shall include information that is pertinent to summarizing the use, maintenance/repair, and Major Alterations related to the Premises.
- 14. Successors and Assigns.** This agreement shall not be assigned to any party without the prior written approval of the City. Any such assignment of the agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 15. Termination for Cause.** If either party fails to fulfill the terms of this Agreement, the other party may provide thirty (30) days written notice to the offending party that outlines the specific issues of default. If the default is not cured within fifteen (15) days, the Agreement will terminate. If Northland Defenders fails to fulfill the terms of this Agreement and it is terminated for cause, Northland Defenders must complete (1) Major Alterations or reimburse the City for the use of the Premises in the amount equal to reservations used up to that point, calculated at twenty dollars (\$20) per hour of use.
- 16. Termination for Convenience.** Either party may at any time and for any reason terminate the agreement upon sixty (60) days written notice to the other party. If Northland Defenders proposes the termination, it must complete (1) Major Alterations or reimburse the City for the use of the Premises in the amount equal to reservations used up to that point, calculated at twenty dollars (\$20) per hour of use. In the event of significant flood, natural disaster or other damage that renders the Premises unusable

for the foreseeable future, this agreement will immediately terminate, and all parties will be deemed whole.

- 17. Notice.** Written notice regarding this agreement shall be effective upon receipt via hand-delivery; three working days after deposit in the U.S. Mail, or by confirmed delivery by national overnight delivery service to the following addresses:

To City:

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

To Northland Defenders:

Northland Defenders, INC  
Attn: Matt Fisher  
**Address**

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

In witness whereof of the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_ 2019.

**Northland Defenders, INC**

**City of Parkville, Missouri**

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

By: **Nanette K. Johnston, Mayor**

**ATTEST**

By: **Melissa McChesney, City Clerk**

**EXHIBIT A  
Premises**

That portion of parcel number 20-8.0-33-000-000-003-001, generally located: on the northernmost portion of said parcel; south of the intersection of River Road, Union Chapel Road and FF Highway; west of Rush Creek; north of the Burlington Northern Santa Fe railroad right-of-way; and bounded by the existing tree lines. The property is generally depicted as the area in red below.



**EXHIBIT B  
Volunteer Liability Waiver**

**City of Parkville  
Waiver of Liability**

Participant's Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_ DOB: \_\_\_\_\_

**READ BEFORE SIGNING:**

In consideration of being allowed to participate in any way as part of \_\_\_\_\_, including related events and activities, the undersigned acknowledges, and agrees that:

1. The risk of injury from the activities involved in this activity may be significant, including the potential for permanent paralysis, serious injury and death, and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my participation; and,
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS The \_\_\_\_\_, their officers, officials, agents and/or employees, other participants, sponsoring agencies, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property.

**FOR PARTICIPANTS OF MINORITY AGE (under 18 years of age):** This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS.**

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If under 18 years of age:

\_\_\_\_\_  
Parent/Guardian Name (print)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**Parkville Nature Sanctuary**

**2019 Nature Camp** plans and preparations continued. Our monthly PNS Volunteer meeting was canceled due to heavy weather, so much of the process of getting ready has been coordinated using email. Our woodworking project received a donation of materials through Backyard Bird Center. Lumber was purchased and three volunteers cut, sanded and drilled pilot holes in the wood pieces, and packed the materials into individual kits. Leaders and assistants were recruited for all activities. Plants were ordered and delivered for the garden the campers will create, and the ground was prepared for planting. T-shirts were ordered. Backup activities were identified in case of rain. We have a full slate of 30 campers for the three day affair, June 12-14.

The **Friends of Parkville Nature Sanctuary (FOPNS)** held a meeting this month and discussed the impacts of Proposition P's passage on their mission, including: remaining a depository and coordinator for memorials to PNS; eliminating the end-of-year fund-raising appeal; and continuing to host programs like the BioBlitz. The FOPNS will also hold their first photo exhibit showcasing photography from the monthly contest. It will be held at the Anita B. Gorman Conservation Discovery Center from July 1 through August 16, 2019. Finally, a working group within FOPNS continues to make progress on three interpretive signs, partially funded with a Platte County Outreach Grant. The 'Welcome to PNS' sign is needing only the completion and review of the area map insert. The 'Nature Play' sign is virtually complete with all photos and text selected, needing only graphic design elements finalized. The third sign will alert visitors to the wildlife they might encounter while hiking our trails. A mock up sign was prepared identifying species we wish to display, The text to accompany the photos is being written.

I began a discussion via email with a man interested in a bench or tree for a **memorial at PNS** or English Landing Park. Coordinated with Anna M. to see what the city has in place for donations in parks (\$470 for a 2-2.5 in. diameter tree with no plaque; \$2K for bench with plaque). I am considering \$500 as a fair price for a tree and plaque in PNS.

**Wetland plants** were ordered from Missouri Wildflowers Nursery to improve native plant diversity in three areas: at the Boardwalk, and both north and south of the bridge through the wet woods below the waterfall. One-third of the plants have been installed while the balance will wait for camp to be over.

**Urban Tree** submitted a proposal for March flood damage at Sullivan Nature Sanctuary. The Work Authorization was produced & signed, but the work was not initiated before we were under water again.

**In other news:** I was introduced to faculty contacts for the Environmental Club at North Kansas City High School. I am hoping they get involved with the BioBlitz in September, as well as helping on trails or at programs like Ghost Stories Night. Three Nature Play signs were installed at play pockets along Bluebird Trail, and I began a discussion about possible collaborations with a teacher for a new element designed by her students for next year.

**Volunteer Hours** (PNS & FOPNS) May events: Saturday Volunteer Work Day pulling garlic mustard; Park Hill South SPED class hauling wood chips to play pocket; wetland plantings; garden weeding; photo exhibit prep; FOPNS meetings; trail maintenance; tilling for new garden; cut, sand, and drill boards, and assemble woodworking kits for camp.

<b>MONTH</b>	<b>VOLUNTEER HOURS</b>	<b>YTD VOLUNTEER HOURS</b>
<b>JANUARY</b>	<b>35</b>	<b>35</b>
<b>FEBRUARY</b>	<b>19</b>	<b>54</b>
<b>MARCH</b>	<b>82</b>	<b>136</b>
<b>APRIL</b>	<b>76</b>	<b>212</b>
<b>MAY</b>	<b>108</b>	<b>320</b>

*Parkville Nature Sanctuary*

**Nature Camp** was held June 12-14 to a full group of 30 campers. Fourteen volunteers lent their time and talents to prepare for and lead activities. New this year, campers planted a Peace Garden, explored the Nature Play elements, and enjoyed a session on yoga. Returning, perennial favorites included: hikes on the White Tail Trail and in White Alloe Creek, crafting a hiking stick, building a bird feeder, designing a leaf print T-shirt, and creating nature art. Feedback from parents and volunteers was very positive, with word that many campers are looking forward to a repeat in 2020.

An inquiry about planting a memorial tree led to the soon-to-be-designated **PNS Memorial Grove**. A donor wished to have a tree planted with an accompanying plaque to honor the memory of a lost relative. Although most of the Sanctuary is already forested, we have an area suitable for planting trees that would also allow us to thin a stand of less desirable honey locust. For a \$500 donation to the Friends of Parkville Nature Sanctuary, a 2.0 inch (trunk diameter), and 10' tall bur oak was planted, staked, mulched and watered. A 6" x 6" bronze plaque has been ordered and will be staked at the tree to identify the memorial. Thanks to Tom Barnard and crew for help with delivery and unloading of the tree, and to the donors themselves who asked to witness the planting but gladly accepted a shovel and helped with setting the tree in place. Opportunities for future memorial plantings will be advertised on both City and FOPNS websites, and coordinated by the Friends group.

Plans for the **FOPNS Photo Exhibit** at the Anita B. Gorman Conservation Discovery Center continued with identifying and mounting twenty entries to the monthly photo contest submitted over the past eighteen months. In addition to many, but not all monthly winners, several quality submissions that did not win were added. A reception is planned for Tuesday, July 2 to open the exhibit that runs through August 16.

Three **Interpretive signs** that will welcome visitors to the Sanctuary, introduce them to the Nature Play trail, and suggest animals and signs to watch for as they hike the trails are nearing final stages. These panels are a cost share project between the Friends and the Sanctuary, with the added assistance of a 2019 Platte County Outreach Grant. The first of these interpretives should be available for installation in late summer or early fall.

The fourth play pocket for **Nature Play** was installed in early June to be available for use during Nature Camp. A round, spider web swing hangs from a horizontal oak branch off Butterfly Pass, adjacent to a small stream that feeds White Alloe Creek. There is also a long tree trunk that crosses the stream inviting the adventurous to attempt the balance test to cross and stay dry.

I have an **Eagle Scout** project on hold, waiting for approval from the roundtable. The scout hopes to rock a portion of the White Tail Trail. An inquiry about potential projects came to me through Mayor Johnston. I emailed the scoutmaster with follow-up questions about his troop's criteria for acceptable projects, and am waiting on a reply.

**Sullivan NS was under water** again, postponing Urban Tree's authorized work to cut and trim damaged trees from the March flood. Wood chips on both north and south trails will need to be replaced. No lasting damage was inflicted upon the 40 trees planted in 2018, although some stakes and wires will need to be reset.

The **Parkville Rotary** made a significant and generous donation to the Parkville Nature Sanctuary of \$1000. This gift came while I was out of town, and a 'Thank You' card was sent upon my return.

**Volunteer Hours** (PNS & FOPNS) June events: garden watering and weeding; photo exhibit prep; trail maintenance; Sullivan clean-up; Nature Camp prep and activities.

<b>MONTH</b>	<b>VOLUNTEER HOURS</b>	<b>YTD VOLUNTEER HOURS</b>
<b>JANUARY</b>	<b>35</b>	<b>35</b>
<b>FEBRUARY</b>	<b>19</b>	<b>54</b>
<b>MARCH</b>	<b>82</b>	<b>136</b>
<b>APRIL</b>	<b>76</b>	<b>212</b>
<b>MAY</b>	<b>108</b>	<b>320</b>
<b>JUNE</b>	<b>173</b>	<b>493</b>





## CITY OF PARKVILLE Memorandum

Date: June 21, 2019

To: Community Land and Recreation Board Members

From: Alysén Abel, Public Works Director

CC: Anna Mitchell, Assistant to the City Administrator  
Tom Barnard, Parks Superintendent

**RE: May 2019 Parks Activity Report**

The following Parks-related activities took place during May 2019:

- Tree Inventory – In late 2018, the City received notice of grant award for a TRIM grant. With the 2018 TRIM, the City planned on updating the tree inventory. Due to the levels of the Missouri River, it was difficult to schedule the inventory. In May, the tree inventory for the trees in English Landing Park was completed by Davey Resources.
- Ballfield Maintenance – Staff applied weed control and fertilizer on Grigsby Field and Ballfield 1. Ballfield fines were applied to Ballfield 1. The infield of Ballfield 3 was prepped and fines applied. Ballfield 1 was mowed, and the fenceline was cleaned.
- Trail Maintenance – The trail work was completed along the west side of Grigsby Field. The Riverfront trail work was completed along Grigsby and Ballfield 3.
- Entryway Sign – Girl Scouts planted flowers at the Parkville Entryway Sign on Hwy 9.
- Depot Fountain – Staff cleaned and filled the Spirit Fountain next to the Train Depot.
- Parkville Athletic Complex Maintenance – Staff mowed the green space, removed the dead trees and eradicated the weeds in the City-owned area around the PAC Center.
- South Platte Pass Maintenance – Staff mowed the area along the trails in South Platte Pass.
- Adam's Park – Staff mowed, trimmed trees and eradicated weeds in Adam's Park.
- Eagle Scout – Staff assisted Ryan Bennett with his Eagle Scout project by digging holes and planting trees in the area around Ballfield 1 and the Parks Storage Building.
- Flood Restoration – Staff continues to restore portions of English Landing and Platte Landing Parks following the flooding that occurred in late March. During late May, the flood levels started to rise again.
  - Missouri River water levels increased to elevation 26.3.
  - Items from the Tuff Shed were removed.
  - Off-site storage is needed to store equipment as the river levels continue to rise.



## CITY OF PARKVILLE Memorandum

Date: July 8, 2019

To: Community Land and Recreation Board Members

From: Alysen Abel, Public Works Director

CC: Anna Mitchell, Assistant to the City Administrator  
Tom Barnard, Parks Superintendent

**RE: June 2019 Parks Activity Report**

The following Parks-related activities took place during June 2019:

- Pocket Park – Weeks were removed from Pocket Park. New cedar boards were cut and replaced for the flower boxes in Pocket Park. MSPA volunteers planted flowers in the flower boxes.
- Small Parks Maintenance – The small parks were mowed and trimmed.
- Vikings Field Maintenance – Vikings Field was mowed.
- Train Depot Maintenance – The train depot area was mowed and trimmed. Hazardous trees, poison ivy and honeysuckle were removed around the entrance, rock wall and guardrail areas around the train depot.
- Flooding – Staff continues to restore portions of English Landing and Platte Landing Parks following the flooding that occurred in late March. The Missouri River peaked again on June 1<sup>st</sup>, at an elevation of 33 feet.
- Flood Restoration – On June 7<sup>th</sup>, the flood water elevation lowered enough for staff to enter the Park area.
  - The garage area was cleaned, bleached and powerwashed.
  - The small tuff shed at headquarters was powerwashed and cleaned.
  - The Grigsby tuff shed was powerwashed and cleaned.
  - Main St power poles were cleaned. Breakers and outlets were replaced.
  - RV pedestals in Main St parking lot were cleaned. Breakers and outlets were replaced.
  - Restrooms in English Landing Park were powerwashed in late June. Staff will continue the cleaning process in early July.
  - The East and West Shelters were powerwashed.
  - Trees at the east end of English Landing Park were removed.
  - Beavers continue to destroy the trees in the parks.
  - Debris was removed from Grigsby Field fence.

- Damage to McKeon Stage – A large cottonwood tree fell on McKeon Stage and the eagle. It appears that the eagle did not have any damage. The roof of the stage was damaged. Staff will review the extent of the damage with the City's insurance company.
- Vikings Field Usage – A youth football team contacted the City about use of the Vikings Field. Staff met with the team to discuss their intentions and future plans.
- Employee Picnic – Several picnic tables were moved to the Parkville Nature Sanctuary to set up for the Parkville Employee Family Picnic on Saturday, June 15<sup>th</sup>.
- PAC Maintenance – Maintenance around the Parkville Athletic Complex is owned by the City and is responsible for periodic maintenance. Staff removed trees, sprayed the fenceline and picked up debris.
- Watkins Park – Staff trimmed trees in Watkins Park. Riprap was added to small section along creek to prevent further erosion near the trail.
- 45 Hwy Maintenance – Staff mowed the area along the trails in South Platte Pass. Staff removed weeds along the guardrails. The down tree was cut and removed.
- Event Preparation – Staff prepared for the Carnival and Parade for the 4<sup>th</sup> of July event.

PUBLIC WORKS DEPARTMENT  
PROJECT UPDATE  
JULY 2019

Parks Storage Building – At the end of 2018, the building was constructed. The garage doors were installed in April. The contracts for the electrical service, fencing and concrete floor have been approved, the remaining work will be completed after the Missouri River recedes.

*STATUS – IN PROGRESS.*

ELP Low Water Crossing – The City applied for and received funding from FEMA for their Hazard Mitigation Grant Program in October. The Board of Aldermen approved two contracts for the low water crossing construction, one for the bridge system and one for the construction. The contractor has mobilized and installed erosion control along the creek. The existing structure was removed. Bank stabilization on the upstream end of the bridge was installed. The bridge foundation will be installed once the river levels recede. With the flooding in the park, it is uncertain when the bridge will be completed.

*STATUS – IN PROGRESS.*

PLP Wetlands – The City signed the Project Partnership Agreement with the US Army Corps of Engineers at the end of 2017. The final plans and specification were updated and the project bid in late March. The bids came in higher than expected, there needs to discussion about the overall scope of the project. Staff will meet with Corps to discuss next steps.

*STATUS – IN PROGRESS.*

2019 Outreach Grants – Staff submitted three grant applications to Platte County for the Outreach Grant. The projects were (1) Dog Park Shade Structure; (2) Parks Storage Building Screening; and (3) Busch Drive Roundabout. Staff received notice of award for one of the three grant applications. The project selected was the Dog Park Shade Structure. This project will begin following the restoration of the dog park.

*STATUS – IN PROGRESS.*