



Finance Committee Agenda

January 8, 2018

4:30 PM

Administration Conference Room, City Hall

- 1. Call to Order**
- 2. Financial Updates**
 - A. City Administrator Approvals
- 3. Action Items**
 - A. Approve the minutes from the December 11, 2017, meeting
 - B. Approve the 2018 Parkville Economic Development Council investment renewal and public services agreement (Administration)
- 4. Non-Action Items**
- 5. Unfinished Business (postponed from prior meetings)**
- 6. Other Business**
- 7. Adjourn**



CITY ADMINISTRATOR
PURCHASING APPROVAL

December 5, 2017

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

Overhead Door Co. of Kansas City
Attn: Keith Lawrence

\$4,042.00

General Scope of Work Description/Project:

WWTF Doors and Door Jams:
Remove and replace the doors and door jams for two doors at the Wastewater Treatment Facility (WWTF).

Competitive Purchasing Information: (List bidder, address, and price):

The City solicited three vendors to provide quotes for the removal and replacement of the two doors and door jams.

Company	Total Cost
Overhead Door Co. of Kansas City	\$4,042.00
Commercial Doors Inc.	\$4,159.38
G&S Structural	\$6,800.00

The low bidder was Overhead Door Co. of Kanas City with a quote of \$4,042.

The 2017 Sewer Fund includes \$81,000 (budget line item 30-501.04-51-00) for Sewer Plant Improvements. There was \$6,000 set aside for the replacement of the existing doors and door jams on the main building at the WWTF.

Project Start Date: Estimated Completion Date:

Budget Account Code: 30-501.04-51-00

Authorization:

- City Administrator: Keith Lawrence Date: 12/19/17
- Department Head: Alyson Mahul 12/19/17
- Mayor (if applicable): _____
- Submit to the Finance Committee for Authorization (if requested by the City Administrator)



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

Work Authorization

Date: December 5, 2017
Issued to: Overhead Door Co. of Kansas City
1901 E. 119th Street
Olathe, KS 66061

Project/Work Description

Title: WWTF Doors and Door Jams
Scope of Work/Purpose: Removal and Replacement of two (2) existing doors and door jams

Furnish and Install:

Doors #1 and #2 (Material and Labor Costs) \$3,760.00

- 2 ea. 3070 Metal doors, 16 Ga., Galvanized, Flush, Primed
- 2 ea. 3070 Metal frames, 5 3/4", Galvanized, Welded, Primed
- 6 ea. BB Hinges, NRP, Stainless Steel, 32D
- 2 ea. 8501 AL Door Closers
- 2 ea. 5" x 1/2" Thresholds
- 2 ea. Bottom Door sweeps
- 2 ea. Perimeter Weatherstrip

*Includes removal and haul away existing material

*Includes reuse of existing locks

Additional Costs \$282.00

- Add 2 ea. Sargent 6G37 Classroom Function Knob locks

*Reuse Existing Cylinders

Total Cost \$4,042.00

Schedule and Price

Project Start Date: December 6, 2017
Estimated Completion Date: December 31, 2017
Estimated Cost: \$4,042.00
Budget Account Code: 30.501.04-51-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: _____
Company: Overl _____

Digitally signed by N. Nelson Newcomer
Reason: I am approving this document
Contact Info: Exec. Vice President
Date: 2017.12.13 08:19:50-06'00'

Authorization

Department Head: *Alyson Mahd* Date: 12/19/17
Alyson Mahd, Public Works Director

City Administrator (if over \$2,500) *Joe Parente* Date: 12/19/17
Joe Parente, City Administrator

Mayor (if over \$10,000): _____ Date: _____
Nanette K. Johnston, Mayor

For Internal Staff Use Only

(Initial each item and file with executed work authorization)

- Employment Eligibility Status Verification (if the cost exceeds \$5,000)
- Certificate of Insurance that demonstrates compliance with the Terms and Conditions
- Valid business license



**Finance Committee Meeting
December 11, 2017**

Administration Conference Room, City Hall

Minutes

1. CALL TO ORDER

Chair Sportsman called the meeting to order at 4:31 p.m. A quorum was present.

- **Members Present:** Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston and Tina Welch
- **Other Aldermen Present:** Kevin Heaton and Brian Whitley
- **City Staff Present:** City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysén Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Assistant to the City Administrator Anna Mitchell and City Clerk Melissa McChesney

2. FINANCIAL UPDATES

A. City Administrator Approvals

City Administrator Joe Parente provided an overview of purchases approved within his authority.

3. ACTION ITEMS

A. Approve the minutes from the November 27, 2017, meeting

Dave Rittman moved to approve the November 27, 2017, minutes. Tina Welch seconded; motion passed 4-0.

B. Renew the professional services agreement with Cochran Head Vick & Co., P.C. for auditing services for the 2017 fiscal year

Finance/Human Resources Director Matthew Chapman stated that in September 2015 the City approved an agreement for auditing services for the 2015, 2016 and 2017 fiscal years. The renewal was the third of the three-year agreement and the annual increase was approximately \$500. Chapman noted that staff would solicit proposals for auditing services in 2018.

Rittman moved to recommend that the Board of Aldermen renew the professional services agreement with Cochran Head Vick & Co., P.C. for auditing services for fiscal year 2017 in the amount of \$19,070. Welch seconded; motion passed 4-0.

C. Approve a purchase order with FTC Equipment LLC for the purchase of a pump for the S. National Pump Station

Public Works Director Alysén Abel said that after 20 years of service the pump station needed to be reconstructed. The design was budgeted in 2017 and due to sewer emergency costs construction was deferred to 2018. The pump station project included the purchase of a new pump. Abel noted that purchasing directly from the vendor in 2017 would save the City money; the pump would not be paid for until it was delivered in 2018. She added that the item would be presented to the Board of Aldermen for approval following adoption of the 2018 budget.

Rittman moved to recommend that the Board of Aldermen approve a purchase order with FTC Equipment LLC for a new pump for the South National Pump Station in the amount of \$16,587. Welch seconded; motion passed 4-0.

D. Approve a purchase order with Thoroughbred Ford for a Ford F-350 4x4 Super Duty truck for the Public Works Department

Public Works Director Alysén Abel stated that the Public Works Department planned to replace one truck annually. In early 2017 feedback was received from bidders that the City could save money by ordering a new truck before December 31 to get better pricing and rebates. Abel noted that the bid opening for the truck confirmed the feedback. The payment would be made in 2018 once the truck was delivered and a snow plow and equipment would be purchased later in 2018 by separate action of the Board of Aldermen. She added a truck in the fleet would be declared surplus and auctioned off after the new truck was delivered and the plow equipment was installed.

Rittman moved to recommend that the Board of Aldermen approve a purchase order with Thoroughbred Ford for a Ford F-350 4x4 Super Duty truck for the Public Works Department in the amount of \$27,039.84; and, once the truck is fully equipped, to declare the 2005 or 2006 Ford truck and associated equipment as surplus property for auction. Welch seconded; motion passed 4-0.

4. NON-ACTION ITEMS

5. UNFINISHED BUSINESS (postponed from prior meetings)

A. Approve a three-year contract extension with Alliance Water Resources for the continued management, operation and maintenance of the City's wastewater treatment and collection system (postponed from November 27, 2017)

Public Works Director Alysén Abel stated that the base contract, approved in 2002, included three-year renewal options with the ability to update the fee to include a certain percentage. The first option was a standard three-year renewal with a cost increase of 2.19 percent. The second option was a six-year renewal that included the purchase of a new sewer truck, insurance, maintenance and fuel that would be amortized over the term of the contract.

Abel noted that following discussion at the November 27 Finance Committee meeting, she spoke with Alliance to discuss the option of not purchasing a truck but instead contracting for sewer billing services. She said that Alliance was not able to include sewer billing within the proposed price and she recommended separating the sewer billing services from the maintenance contract so it would not be affected if the sewer billing portion did not work out. Alliance requested a three-year contract renewal and submitted a separate proposal for sewer billing services. The consensus of the Committee was to recommend approval of the three-year contract and continue sewer billing in-house.

Rittman moved to recommend that the Board of Aldermen approve a three-year contract extension with Alliance Water Resources for management, operation and maintenance of the City's wastewater collection system and treatment plant in 2018 in the amount of \$299,826. Welch seconded; motion passed 4-0.

6. OTHER BUSINESS

Public Works Director Alysén Abel provided an update on the Missouri Moves Cost Share program grant funded through the Missouri Department of Transportation.

City Administrator Joe Parente said that the first sales tax distribution from the 9 Highway Corridor Community Improvement District was received and staff would need to determine how to fund the remaining balance for the improvements to Route 9 from Route 45 to Lakeview Drive.

7. ADJOURNMENT

Chair Sportsman adjourned the meeting at 5:15 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE Policy Report

Date: January 3, 2018

Prepared By:
Joe Parente
City Administrator

Reviewed By:
Melissa McChesney
City Clerk

ISSUE:

Approve the 2018 Parkville Economic Development Council investment renewal and public services agreement.

BACKGROUND:

In 2011, the City made an initial three-year commitment for an annual \$20,000 investment toward the start-up of the Parkville Economic Development Council (PEDC). In 2015, staff worked with PEDC to develop a public services agreement that was approved on May 5, 2015. The purpose of the agreement is to outline the services that the PEDC provides to the City in exchange for the City's lead investment. As part of the agreement, the PEDC must provide quarterly updates to the Mayor and Board of Aldermen regarding progress on the scope of services. Quarterly updates provided since May 2015 indicate that the PEDC is performing well. In 2016, the City's budgeted contribution to the EDC was increased to \$30,000. Due to the success and momentum of the organization, the Board of Aldermen budgeted \$40,000 to increase the City's investment level in 2018. The current public services agreement expired on December 31, 2017, so staff recommends renewing the agreement prior to making the investment contribution for 2018.

A revision in the 2018 agreement provides for the option of a staffing services agreement between the PEDC and the City. The agreement would provide for the Executive Director position to be staffed by a City employee, with the PEDC providing reimbursement for personnel costs, including benefits, for this position. The option would be utilized by the PEDC to help recruit, and retain, a qualified executive director. The position, which is presently vacant, did not previously offer employee benefits. A copy of the staffing services agreement may be found as Exhibit B of the attached public services agreement.

BUDGET IMPACT:

Funds for the \$40,000 investment are included in the 2018 Budget in the Administration Division (501) of the General Fund (10) under Professional Services. If a staffing services agreement is executed between the City and the PEDC, all personnel and benefits costs will be reimbursed by the PEDC to the City.

ALTERNATIVES:

1. Approve the 2018 investment renewal and Public Services Agreement in the amount of \$40,000.
2. Do not approve the renewal and provide further direction to City Administration.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the 2018 investment renewal and Public Services Agreement in the amount of \$40,000.

ITEM 3B

For 01-08-18

Board of Aldermen – Finance Committee Meeting

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above \$10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to approve the 2018 investment renewal and public services agreement with the Parkville Economic Development Council in the amount of \$40,000.

ATTACHMENT:

1. 2018 Public Services Agreement

PUBLIC SERVICES AGREEMENT BY AND BETWEEN
THE PARKVILLE EDC AND THE CITY OF PARKVILLE, MISSOURI

This Agreement, made and entered into this 17th day of January 2018, by and between the Parkville Economic Development Council (the "EDC"), a Missouri non-profit corporation, and the City of Parkville, Missouri, (the "City").

WITNESSETH:

WHEREAS, on September 21, 2010, by Resolution No. 09-01-10, the City adopted the Parkville Plan for Progress, an economic development strategic plan, and authorized a three-year funding commitment for the economic development organization proposed in the Plan for Progress; and

WHEREAS, the EDC was created, in part, to fulfill the recommendation of the Parkville Plan for Progress to create a public-private economic development partnership to assist the City in expanding and diversifying the economic base of Parkville; and

WHEREAS, the EDC works to achieve the goals outlined in the Parkville Plan for Progress through the attraction and retention of business and industry, and the EDC has demonstrated its ability to attract and retain business in the City; and

WHEREAS, the City's initial three-year funding commitment for the EDC expired in 2013, and the Board of Aldermen has subsequently appropriated funding each year to continue its annual investment; and

WHEREAS, EDC leadership continues to contribute to the City's economic environment with participation in development discussions, community asset advocacy, and economic development strategies; and

WHEREAS, the City renewed its investment in the EDC in 2017 and executed a new Public Services Agreement for the same; and

WHEREAS, the parties determined that it is in the best interest of the City, and important to the promotion of the general economic welfare of the City, to continue to contract for the performance of economic development services as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and mutual benefits from the services set forth herein, the EDC and City agree as follows:

1. SCOPE OF SERVICES

The EDC shall perform economic development services for the benefit of the community as outlined in the Scope of Services, attached hereto as Exhibit A and incorporated by reference. EDC will work independently and collaboratively with City staff, as necessary, to accomplish the Scope of Services.

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2018, to December 31, 2018. On or before October 1, 2018, the EDC shall provide the City Administrator with a copy of the then current fiscal year budget, projected year-end expenses and revenues, and its request for renewal of the public service agreement, if applicable. It is contemplated that the parties may enter into a similar agreement for the 2019 fiscal year.

3. PERFORMANCE REVIEW

During the term of this Agreement, review of EDC performance under the terms of this Agreement shall occur through a quarterly update by the EDC Executive Director and/or Board Chair to the Mayor and Board of Aldermen regarding progress on the Scope of Services. To the extent possible, quarterly updates shall include specific and quantifiable measures of performance. It is understood by both parties that the Scope of Services represents an ongoing work plan and some objectives may have more or less progress in any given year.

4. COMPENSATION AND METHOD OF PAYMENT

For Fiscal Year 2018, the City hereby agrees to compensate the EDC for the Services, in the amount of Forty Thousand Dollars and No Cents (\$40,000.00) within 30 days of receipt of an invoice from the EDC. The City's funding commitment is contingent upon the EDC annually securing private sector or other funding in a minimum amount of Fifty Thousand Dollars (\$50,000).

5. CITY/PEDC STAFFING SERVICES AGREEMENT OPTION.

Upon agreement by both parties, the EDC may utilize the services and support of City staff in furtherance of its work and the projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of its financial resources. The terms of said agreement are set forth in Exhibit B.

6. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

Upon notice of not less than forty-eight (48) hours, the EDC shall permit an authorized representative of the City to inspect and audit all data and records of the EDC related to its performance under this Agreement.

EDC shall be required to complete a detailed annual budget that is approved by the EDC Board of Directors on or before the start of the EDC's fiscal year.

EDC shall submit an accounting of all funds spent by EDC for the preceding fiscal year on or before January 31.

7. SUBCONTRACTS

The EDC and City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

8. REPRESENTATION ON BOARD

It is agreed that the EDC's Board of Directors is the governing body of the EDC and as such it oversees the operation of the EDC. The City is entitled to name one voting member of the Board of Directors. The City will possess three non-voting positions on the Board of Directors, one of which is an ex-officio position for the Mayor of the City. All of the City's four representatives to the Board of Directors will concurrently serve on the EDC Executive Committee, but only the voting director will have a vote in matters before the EDC Executive Committee.

9. NON-DISCRIMINATION PROVISIONS

The EDC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. EDC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. 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. EDC will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

10. COMPLIANCE WITH THE LAW

Both parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

11. CONFLICT OF INTEREST/POLITICAL ACTIVITY

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest, including Chapter 107 of the Parkville Municipal Code (Code of Ethics), with regard to the work and compensation covered by the Agreement.

EDC employee(s), whether employed directly by the EDC, or by the City, shall be prohibited from investing in a business while said business is seeking city approval of economic development incentives as part of an economic development or redevelopment project

The EDC shall not use the compensation paid through the Agreement to advocate, support, or oppose any ballot measure or candidate for public office. This section shall not be construed to prohibit the EDC from engaging in legislative or policy advocacy at the local, state, or federal level.

12. INDEPENDENT CONTRACTOR

Neither party is authorized or empowered to make any commitments or incur any obligation on behalf of the other party. The EDC will provide the Services outlined herein as an independent contractor.

13. CANCELLATION, TERMINATION OR SUSPENSION

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. Both parties shall have the right to terminate this Agreement in the event that the other party is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection below.

In the event of such default or violation by either the City or the EDC, the other party shall send by hand delivery or certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The party receiving Notice shall cure or remedy said violation or default within forty-five (45) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within forty-five (45) working days or longer time if agreed upon, the party that issued the Notice may exercise its option to terminate this Agreement upon forty-five (45) days of written notice thereafter.

14. NOTICE

Any notice required by this Agreement is deemed to be given if it is hand-delivered or mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

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

Notice to EDC shall be addressed to:

Executive Director
Parkville Economic Development Council
8880 Clark Ave., Suite 218
Parkville, MO 64152

15. GOVERNING LAW

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

16. MEDIA ANNOUNCEMENTS

Neither party shall not be authorized to make statements to the media or otherwise on behalf of the other party without express direction and consent of the other party.

17. AUTHORIZED EMPLOYEES

EDC 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. EDC 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 are lawfully allowed to work in the United States.

18. INTEREST OF MEMBERS OF THE 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 related economic development activities, and EDC shall take appropriate steps to assure compliance.

19. INTEREST OF EDC AND EMPLOYEES

EDC covenants that its employees presently have no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other non-disclosed interest which would conflict in any manner or degree with the performance of services hereunder. EDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed by the EDC.

20. SEVERABILITY

If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

21. 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.

22. THIRD PARTIES

The Services to be performed by the EDC 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.

23. 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 EDC, and attached hereto.

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

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

By: _____

Brad Kleindl
Chair

EXHIBIT A

Parkville EDC Public Service Agreement **Scope of Services** *(subject to review and revision on an annual basis)*

Economic Development Sustainability

1. Parkville EDC will work with Platte County EDC, Missouri Partnership, Missouri Department of Economic Development, and the Kansas City Area Development Council to identify and respond to leads for business investment in Parkville (i.e. projects).
2. Parkville EDC will be the lead local agency to field economic development inquiries and act as liaison between the private sector and the city with regard to projects. Parkville EDC will devote primary resources to projects that (a) attract high value, high growth business investment, (b) demonstrate an overall positive impact on the community, and (b) increase tax revenues to support increasing city services for a growing community.
3. Parkville EDC will track state and federal legislative activity and stay abreast of issues that may impact EDC goals. Regular updates will be provided to stakeholders along with recommended advocacy action as needed.

Business Retention and Expansion

4. The City will collect data on existing businesses via licenses, permits, etc. and share with Parkville EDC.
5. Parkville EDC will develop and implement a business retention strategy for existing industry in Parkville and utilize the synchronist technology (Platte County EDC) to catalog and evaluate industry information for trends and identify concerns and opportunities. The Parkville EDC will outline and implement business visits each month.

Community Marketing

6. Parkville EDC will create and implement a marketing plan to promote Parkville to targeted industries. The marketing plan will include frequent edits and updates to the EDC website and social media platforms. Parkville EDC will market Parkville through interaction with realtors, developers and site location consultants.
7. Parkville EDC will maintain a visible and active presence with local partner agencies including, but not limited to, the Platte County EDC, Main Street Parkville Association, Parkville Area Chamber of Commerce, and the Northland Regional Chamber of Commerce.

Residential Growth

8. Parkville EDC will work to grow and maintain a mix of housing types that appeal to multi generations. Strategies may include, but not be limited to, (a) developing a program to assist in the sale/resale of homes; (b) encouraging “green” development incentives for residential growth; and (c) developing an executive recruitment initiative.

Development Process and Incentives

9. Parkville EDC will initially vet requests for public economic development incentives in accordance with the City’s adopted Economic Development Incentive Policy. Parkville EDC will make recommendation(s) to the City regarding uses of public incentives on a project-by-project basis. Parkville EDC will coordinate discussions with taxing districts and advise on striking a balance between public and private interests.
10. Parkville EDC will communicate and advocate for Parkville economic development needs and priorities of the City to local, state, and federal officials and other taxing districts with jurisdiction in Parkville. However, the EDC will not advocate, support or oppose any specific ballot measure with compensation for services paid by the City of Parkville.
11. Parkville EDC will evaluate the existing Economic Development Incentive Policy and recommend any desired changes to the City.
12. Parkville EDC will publish, understand and communicate the Incentive Policy as revised.

Downtown Sustainability

13. Parkville EDC will actively promote new business opportunities for downtown Parkville that strengthen the connectivity of downtown to surrounding neighborhoods and support a diverse retail base with a focus on unique and specialty businesses.
14. Parkville EDC will encourage policies and programs that continue to assist in maintaining downtown as the city center of Parkville.

Employment Growth

15. Parkville EDC will work with Platte County EDC to maintain current listings of available land and building space in the LocationOne database.
16. Parkville EDC will partner with area workforce organizations, including educational institutions, when applicable to enhance the opportunity for employment growth.

EXHIBIT B

Parkville EDC Staffing Services Agreement **Scope of Services** *(subject to review and revision on an annual basis)*

This Staffing Services Agreement ("Agreement") is made and entered into by and between the City of Parkville, Missouri (the "City") and the Parkville Economic Development Council ("EDC").

WHEREAS, the EDC desires to utilize the services and support of City staff in furtherance of its work and the projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of its financial resources; and

WHEREAS, the City has determined that providing personnel and services to the EDC will be mutually beneficial to the City and the EDC, will promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the EDC.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the EDC hereby agree as follows:

1. The EDC will utilize City employees to perform the following services for and on behalf of the EDC:
 - a. Executive Director – Economic Development
 - b. Any other reasonable services in furtherance of the purposes of the EDC and authorized by the parties of this Agreement.
2. The EDC shall reimburse the City for direct costs associated with employing the Executive Director, including:
 - a. Salary;
 - b. FICA and Medicare (City portion);
 - c. Unemployment Insurance;
 - d. City employee eligible Health Benefits, Life Insurance and Dental Insurance; and
 - e. Missouri LAGERS Retirement Plan.
3. Other costs associated with carrying out the activities of the Parkville Economic Development Council will be the responsibility of the EDC.
4. The City and EDC shall collaborate on the recruitment and selection of an Executive Director. The EDC shall make a recommendation for the selection of an Executive Director, as well as the establishment of annual compensation.
5. While the Executive Director will be an employee of the City, the City and the EDC shall collaborate on the oversight of the duties of the Executive Director. The Executive Director will report to and be supervised on a day-to-day basis in carrying out the duties of the position by the EDC Chairman and EDC Board of Directors. The City Administrator will supervise the Executive Director with respect to compliance with applicable City personnel policies and regulations.

6. The City and EDC acknowledge that from time-to-time conflicts may arise, including those between the employee's responsibilities as a City employee, or those related to requests for services from the EDC. The City and the EDC encourage conflicts be brought to the attention of the City Administrator and the EDC Chairman, as necessary, to prioritize demands and resolve any conflicts.

7. Consideration

As part of this agreement, a reasonable estimate of the amount of funds anticipated to spend performing services for and on behalf of the EDC during the term of this Agreement, is presented in the Fiscal Year 2018 EDC and City budgets (Reference Exhibit A). Such reimbursement is predicated on the approval of the budget by both the EDC Board of Directors and the Parkville Board of Aldermen.

8. Term

The term of this Agreement shall be for one (1) year commencing January 1, 2018, no matter when actually executed; provided, further, either party may terminate this Agreement at any time by giving thirty (30) days advance written notice thereof to the other party.

9. Right to Hire Third Parties

EDC specifically reserves the right to hire third parties to perform any or all of the services described herein, including the Executive Director.

10. Notice

All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

City of Parkville
Attention: City Administrator
8880 Clark Avenue
Parkville, MO 64152

Parkville Economic Development Council
8880 Clark Ave., Suite 218
Parkville, MO 64152

Either party may designate a different address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

11. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the EDC and shall not be construed to confer any benefit or right upon any other parties.

12. Indemnification

The EDC 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 the EDC's negligence, error, omission, recklessness, or wrongful or criminal conduct in the Executive Director's performance of his/her duties; 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 the Executive Director creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.

13. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

14. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Parkville, Missouri and the Parkville Economic Development Council, as of _____ day of _____, 2018.

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

By: _____

Brad Kleindl
Chair