



BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, May 19, 2020 7:00 PM
City Hall Board Room

Next numbers: Bill No. 3087 / Ord. No. 3036

In light of public health orders from the Missouri Governor and Platte County related to the COVID-19 pandemic, and given the nature of the items to be considered at this particular meeting, the members of the Board of Aldermen will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following telephone number and access code – (312) 626 6799, Meeting ID: 852 6909 1275, Password: 043636 – rather than appear at City Hall (note: occupancy will be limited).

In addition, rather than appearing at City Hall to provide input at the meeting on action agenda items, members of the public may submit written testimony to the City Clerk in advance by noon on the day of the meeting and the testimony will be to be provided to the Mayor and Board of Aldermen and presented at the meeting and made part of the official record.

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. CITIZEN INPUT

- A. Proclaim May 2020 as Older Americans Month
- B. Proclaim May 17-23, 2020, as Public Works Week

3. CONSENT AGENDA

- A. Approve the minutes for the May 5, 2020, regular meeting
- B. Approve the minutes for the May 5, 2020, work session
- C. Receive and file the financial report for the month ending April 30, 2020
- D. Receive and file the crime statistics for January through March 2020
- E. Reappoint Russ Downing to the Board of Zoning Adjustment through May 2025
- F. Reappoint Neil Davidson and Susan Robb to the Community Land and Recreation Board through May 2023
- G. Reappoint Lance Loewenstein and Tara Bennett to the Industrial Development Authority through May 2023
- H. Reappoint Walt Lane and Allyson Berberich to the Planning and Zoning Commission through May 2024
- I. Accept right-of-way and easements from Walnut Grove Cemetery and remit payments associated with the Route 9 improvements from Highway 45 to Lakeview Drive

- J. Approve accounts payable from May 1 to May 14, 2020
- K. Reappoint Michael Sobba to the Tax Increment Financing Commission through May 2024

Please Note: All matters listed under "Consent Agenda" are considered to be routine by the Board of Aldermen and will be enacted upon under one motion without discussion. Any member of the Board of Aldermen may be allowed to request an item be pulled from the Consent Agenda for consideration under the regular agenda if debate and a separate motion are desired. Any member of the Board of Aldermen may be allowed to question or comment on an item on the Consent Agenda without a separate motion under the regular agenda. Items not removed from the Consent Agenda will stand approved upon motion made by any alderman, followed by a second and a voice vote to "Approve the consent agenda and recommended motions for each item as presented."

4. ACTION AGENDA

- A. Approve a subordination agreement with Academy Bank for Townhome Tract M25 for the real estate purchase agreement with Parkville Development 70, LLC, for the Meadows at Creekside Project (Administration)
- B. Authorize the mayor to execute a receipt, release and refunding agreement with UMB Bank to accept a donation from the Erik and Anna Andersen Interim Trust for the Parkville Nature Sanctuary (Administration)
- C. Approve the first reading of an ordinance to approve the final plat of The Woods At Creekside First Plat - Case No. PZ20-12; Parkville Development 140, LLC, applicant (Community Development)
- D. Approve a professional services agreement with George Butler Associates for survey, engineering design and appraisal services for the Six at Park Public Improvements Project (Public Works)
- E. Approve Resolution No. 20-008 approving and endorsing an application for a Tree Resource Improvement and Maintenance Grant to the Missouri Department of Conservation for a tree inventory of the parks (Public Works)
- F. Approve the second reading of an ordinance to accept public street, sanitary and storm improvements and the associated maintenance bond for the Reserve at Riss Lake (Public Works)

5. STAFF UPDATES ON ACTIVITIES

- A. Administration
 - 1. COVID-19 Update

6. MAYOR, BOARD OF ALDERMEN & COMMITTEE REPORTS & MISCELLANEOUS ITEMS

7. ADJOURN



PROCLAMATION

OLDER AMERICANS MONTH

Whereas, Parkville includes a growing number of older Americans who make countless contributions to our community every day; and

Whereas, Parkville is stronger when people of all ages, abilities, and backgrounds are included and encouraged to make their mark; and

Whereas, Parkville recognizes the importance of the physical, mental, social, and emotional well-being of its citizens; and

Whereas, Parkville can support our community members by promoting independence, inclusion, and participation; engaging older adults through education, recreation, and service; and connecting people with opportunities to share their time, experience, and talents.

NOW, THEREFORE, I, Nanette K. Johnston, Mayor of the City of Parkville, Missouri do hereby proclaim May 2020 as Older Americans Month and urge every resident to recognize older adults and the people who support them as essential members of our community.

Signed and dated this 19th day of May 2020.

Mayor Nanette K. Johnston



PROCLAMATION

NATIONAL PUBLIC WORKS WEEK IN PARKVILLE

May 17 – 23, 2020

“It Starts Here”

Whereas, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Parkville; and

Whereas, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public building, and other structures and facilities essential for our citizens; and

Whereas, it is in the public interest for the citizens, civic leaders and children in the City of Parkville to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

Whereas, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Nanette K. Johnston, Mayor of the City of Parkville, Missouri do hereby designate the week May 17 – 23, 2020 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designated to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety and quality of life.

Signed and dated this 19th day of May 2020.

Mayor Nanette K. Johnston

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:02 p.m. on Tuesday, May 5, 2020, at City Hall located at 8880 Clark Avenue, Parkville, Missouri, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Ward 1 Alderman Tina Welch	- present via videoconferencing
Ward 1 Alderman Philip Wassmer	- present via videoconferencing
Ward 2 Alderman Brian T. Whitley	- present via videoconferencing
Ward 2 Alderman Dave Rittman	- present via videoconferencing
Ward 3 Alderman Robert Lock	- present via videoconferencing
Ward 3 Alderman Douglas Wylie	- present via videoconferencing
Ward 4 Alderman Marc Sportsman	- present via videoconferencing
Ward 4 Alderman Greg Plumb	- present via videoconferencing

A quorum of the Board of Aldermen was present via videoconferencing.

The following staff was also present via videoconferencing: Joe Parente, City Administrator
Kevin Chrisman, Police Chief
Alysen Abel, Public Works Director
Stephen Lachky, Community Development Director
Matthew Chapman, Finance/Human Resources Director
Anna Mitchell, Assistant to the City Administrator
Chris Williams, City Attorney

Mayor Johnston led the Board in the Pledge of Allegiance to the Flag of the United States of America.

2. CITIZEN INPUT

3. CONSENT AGENDA

- A. Approve the minutes for the April 21, 2020, regular meeting
- B. Receive and file the March sewer report
- C. Approve a purchase order with Deere & Company for a gator and ballfield grooming attachment
- D. Accept right-of-way and easements from Marshall Investments, Al and Tracey Burns, Pinnacle Holdings and Platte Count; and remit payments associated with Route 9 Improvements from Highway 45 to Lakeview Drive
- E. Approve accounts payable from April 17 to April 30, 2020

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTION FOR EACH ITEM, AS PRESENTED. MOTION PASSED 8-0.

4. ACTION AGENDA

A. Approve Work Authorization No. 124 with North Hills Engineering for the Sewer Manhole Evaluation Program

Public Works Director Alysen Abel stated that the City's sanitary sewer assets needed to be evaluated and catalogued and the project would focus on the manholes.

City Engineer Jay Norco, North Hills Engineering, provided an overview of the project, noting that the manholes were inspected in 2007 and 12 were repaired using American Recovery and Reinvestment Act funds. The remaining manhole repairs were deferred because staff felt that repairing the deteriorating pipes was more important. He said that the goal was to check the manholes every five years. He recommended inspecting all the manholes and determine which needed immediate repair and the remainder would be prioritized.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN **APPROVE WORK AUTHORIZATION NO. 124 WITH NORTH HILLS ENGINEERING FOR THE SEWER MANHOLE EVALUATION PROGRAM IN THE AMOUNT OF \$29,850.** MOTION PASSED 8-0.

B. Approve the second reading of an ordinance to accept public street and stormwater improvements and associated maintenance bonds for Melody Lane at APEX Plaza

Mayor Johnston said that the first reading was presented on April 21. No additional information as provided.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3085, AN ORDINANCE **ACCEPTING PUBLIC STREET IMPROVEMENTS AND THE ASSOCIATED MAINTENANCE BOND FOR MELODY LANE IMPROVEMENTS AT APEX PLAZA**, ON SECOND READING TO BECOME ORDINANCE NO. 3035. AYES BY ROLL CALL VOTE: PLUMB, WYLIE, WHITLEY, WASSMER, WELCH, RITTMAN, LOCK AND SPORTSMAN. MOTION PASSED 8-0.

C. Approve the first reading of an ordinance to accept public street, sanitary and storm improvements and the associated maintenance bond for the Reserve at Riss Lake

Public Works Director Alysén Abel said that Edgewater Drive and Westlake Drive were constructed in 2005. A resident wanted to build a home and requested that the area be reconfigured to realign the street, sanitary and storm water improvements and relocate a street light. She noted that a permit was issued in August 2019 and the work was completed in September 2019.

IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3086, AN ORDINANCE **ACCEPTING PUBLIC STREET, SANITARY AND STORM IMPROVEMENTS AND ASSOCIATED MAINTENANCE BOND FOR THE RESERVE AT RISS LAKE**, ON FIRST READING AND POSTPONE THE SECOND READING TO MAY 19, 2020. MOTION PASSED 8-0.

5. STAFF UPDATES ON ACTIVITIES

City Administrator Joe Parente provided an update on the COVID-19 pandemic, noting that on May 1 the Platte County Health Department revised its order to allow outdoor gatherings of up to 50 people following social distancing guidelines. He said that the dog park in Platte Landing Park would be opened at the end of the week once signs about social distancing were delivered. The City had begun accepting shelter reservations that would require a safety plan be submitted and approved prior to issuance of the permit. Parente noted that the restrooms and playgrounds would remain closed because they were considered high-touch surfaces.

Public Works Director Alysén Abel said that she was unsure if the Spring Cleanup event could be rescheduled due to the pandemic, the summer heat and the safety of staff. She added that the spring yard waste drop off event was started back up and residents could drop off yard waste through May 29.

Discussion focused on cleaning the restrooms in the parks more often and maintenance of the new trees installed near the future wetlands area in Platte Landing Park.

Police Chief Kevin Chrisman said that some of the Police Department's procedures had been modified during the "Stay at Home" orders. He said calls for service were down across the region and domestic violence had increased.

6. MAYOR, BOARD OF ALDERMEN & COMMITTEE REPORTS & MISCELLANEOUS ITEMS

Mayor Johnston said that Alderman Lock put together a task force of Parkville business leaders and also served on a similar task force for Platte County to help businesses start back up once the Platte County Health Department orders allowed it. Alderman Lock said that the task force also included health care professionals, was beginning to settle into a more balanced position and were listening to the community.

Alderman Plumb thanked Marsha VanDever and the Parkville Chamber of Commerce for doing an outstanding job of relaying facts to local businesses and noted that he had referred a number of people to their website.

7. ADJOURN

Mayor Johnston declared the meeting adjourned at 7:56 p.m.

The minutes for Tuesday, May 5, 2020, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the nineteenth day of May 2020.

Submitted by:

City Clerk Melissa McChesney

Mayor Nanette K. Johnston opened the work session at 6:09 p.m. on May 5, 2020, at City Hall located at 8880 Clark Avenue, Parkville. In attendance via videoconference were aldermen Greg Plumb, Douglas Wylie, Brian Whitley, Philip Wassmer, Tina Welch, Dave Rittman, Robert Lock and Marc Sportsman.

The following staff was also present via videoconference:

Joe Parente, City Administrator

Kevin Chrisman, Police Chief

Matthew Chapman, Finance/Human Resources Director

Alysen Abel, Public Works Director

Stephen Lachky, Community Development Director

Anna Mitchell, Assistant to the City Administrator

Chris Williams, City Attorney

Melissa McChesney, City Clerk

1. GENERAL AGENDA

A. Quiet Zone in downtown Parkville

Community Development Director Stephen Lachky provided a history of prior discussions about the quiet zone and wayside horns in downtown Parkville, noting that in the mid-2000s public open houses were held and a similar presentation was given. It was estimated that 45 trains went through Parkville every day. He noted that a top priority in the studies completed included reducing the train noise downtown.

Discussion focused on maintenance and liability of wayside horns, the private crossings near downtown, funding, the timeframe of the projects in Merriam and Lenexa and the difference between quiet zones and wayside horns. Lachky added that the community was asked for feedback when the Board of Aldermen last considered the issue.

The work session ended at 6:50 p.m.

The work session minutes for May 5, 2020, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the nineteenth day of May 2020.

Submitted by:

City Clerk Melissa McChesney



FINANCIAL REPORT

For the Month Ended April 30, 2020

Unaudited Financial Reports

To Be Used for

Budgetary Management Purposes

General Fund (10)

Last Updated 5/14/20

	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Budget	2019 YTD	2020 Budget	2020 YTD	2019 Projected	2020 Projected	2021 Projected	2022 Projected
<i>Beginning Fund Balance</i>	282,255	\$ 320,089	\$ 374,112	\$ 738,327	\$ 1,296,496	\$ 1,654,343	\$ 1,675,331	\$ 1,598,030	\$ 1,880,397	\$ 1,747,951	\$ 1,959,678	\$ 1,959,678	\$ 1,545,895	\$ 1,041,072	\$ 385,219	\$ (24,609)
Revenues																
Taxes	1,917,875	1,913,138	1,966,167	2,066,998	2,132,142	2,183,385	2,245,141	2,323,418	2,412,515	2,437,108	2,505,861	1,702,790	2,287,121	2,332,863	2,379,521	2,427,111
Licenses	32,703	44,846	39,907	47,824	59,563	60,507	56,257	57,943	58,500	61,510	59,000	4,615	57,800	58,378	58,962	59,551
Permits	107,361	171,051	210,575	331,390	256,201	267,732	309,647	425,574	294,470	509,382	344,600	202,767	239,470	238,385	242,684	247,286
Franchise Fees	835,899	832,470	865,901	901,327	828,215	875,432	844,467	890,574	907,000	813,025	884,000	126,826	870,000	874,140	891,623	909,455
Other Revenue	10,305	20,411	28,280	32,657	35,096	42,362	37,645	38,426	40,825	16,169	40,850	940	40,825	41,379	41,944	42,521
Court Revenue	196,603	325,275	257,910	269,935	225,128	191,726	174,730	154,101	180,000	130,597	150,000	23,918	180,000	182,700	185,441	188,222
Interest Income	27,926	26,155	18,153	6,626	7,623	8,149	7,673	7,919	8,400	7,028	8,000	2,332	8,160	8,323	8,490	8,659
Miscellaneous Revenue	77,537	123,562	32,350	39,848	60,460	109,703	99,917	106,695	52,200	1,078,103	1,125,212	23,792	52,080	54,074	56,162	58,348
Grant Revenue	41,974	225,511	4,594	3,837	8,827	11,711	10,000	6,101	9,250	24,019	9,250	-	9,250	1,500	1,500	1,500
Transfers	584,000	651,000	1,027,876	582,680	348,251	293,530	375,000	405,000	415,000	415,000	495,000	191,667	390,000	390,000	395,000	400,000
Total - General Fund Revenues:	3,946,714	4,333,419	4,451,713	4,283,121	3,961,506	4,044,237	4,160,476	4,415,750	4,378,160	5,491,942	5,621,773	2,279,646	4,134,706	4,181,742	4,261,325	4,342,654
Total Sources	4,228,969	4,653,509	4,825,825	5,021,449	5,258,002	5,698,580	5,835,807	6,013,780	6,258,557	7,239,893	7,581,451	4,239,324	5,680,601	5,222,815	4,646,544	4,318,044
Expenditures																
Administration	1,014,724	1,275,198	766,897	896,855	789,401	965,181	1,084,326	1,051,339	1,649,697	1,451,377	1,379,697	331,711	1,141,020	1,163,357	1,186,339	1,209,988
Police	1,016,325	1,036,993	1,096,361	1,096,979	1,036,581	1,072,499	1,132,535	1,119,196	1,382,804	1,283,763	1,482,562	430,447	1,296,503	1,324,780	1,353,817	1,383,638
Municipal Court	140,468	138,839	135,531	138,999	132,141	140,472	139,437	146,193	161,591	154,155	167,492	50,893	161,840	164,918	168,069	171,298
Public Works	152,923	99,926	102,708	145,444	172,372	181,720	229,501	221,013	276,742	266,205	317,942	87,210	235,745	240,401	245,170	250,055
Community Development	265,555	262,111	258,083	249,809	267,231	260,370	279,946	282,135	307,720	291,275	327,871	98,952	305,432	311,853	318,429	325,164
Streets	669,589	600,367	674,175	340,633	356,757	385,138	387,692	385,122	446,893	396,758	464,683	133,411	442,653	453,122	463,890	474,969
Parks	223,396	250,508	251,594	281,741	319,766	324,262	334,099	327,323	380,221	337,750	408,371	117,996	387,193	394,316	401,623	409,122
Nature Sanctuary	23,747	17,258	19,352	27,156	29,834	33,546	40,026	43,870	55,276	43,703	53,864	14,278	40,917	41,281	41,649	42,020
Information Technology	-	-	45,884	34,167	34,185	45,236	51,707	49,205	48,128	40,189	58,352	12,107	50,407	50,659	50,913	51,167
Public Information	43,074	30,638	16,915	15,450	15,357	12,258	15,100	15,370	21,010	18,015	21,210	6,185	13,393	13,460	13,527	13,595
Total Operating Expenses			3,367,498	3,227,233	3,153,626	3,420,682	3,694,368	3,640,766	4,730,082	4,283,188	4,682,044	1,283,188	4,075,102	4,158,147	4,243,426	4,331,014
Capital Outlay (CIP)		-	-	118,562	149,140	300,329	225,909	358,594	770,822	679,527	566,951	17,400	246,927	361,949	110,227	135,523
Transfers	359,079	567,558	720,000	538,000	282,077	333,410	317,500	317,500	317,500	317,500	922,822	856,155	317,500	317,500	317,500	317,500
Total - General Fund Expenditures:	\$ 3,908,880	\$ 4,279,396	\$ 4,087,498	\$ 3,883,795	\$ 3,584,842	\$ 4,054,421	\$ 4,237,777	\$ 4,316,860	\$ 5,818,404	\$ 5,280,215	\$ 6,171,817	\$ 2,156,744	\$ 4,639,529	\$ 4,837,596	\$ 4,671,153	\$ 4,784,037
Estimated Ending Balance (deficit) :	\$ 320,089	\$ 374,112	\$ 738,327	\$ 1,137,653	\$ 1,673,160	\$ 1,644,159	\$ 1,598,030	\$ 1,696,919	\$ 440,153	\$ 1,959,678	\$ 1,409,634	\$ 2,082,581	\$ 1,041,072	\$ 385,219	\$ (24,609)	\$ (465,993)
TARGET (at least 5%)									\$ 264,011				\$ 231,976	\$ 241,880	\$ 233,558	\$ 239,202

Emergency Reserve (50)

Last Updated 5/14/20

	2017 Budget	2017 YTD	2017 Projected	2018 Budget	2018 YTD	2018 Projected	2019 Budget	2019 YTD	2020 Budget	2020 YTD	2019 Projected	2020 Projected	2021 Projected	2022 Projected
<i>Beginning Fund Balance</i>	\$ 1,458,275	\$ 1,427,551	\$ 1,458,275	\$ 1,415,891	\$ 1,415,891	\$ 1,427,551	\$ 1,314,115	\$ 1,314,115	\$ 1,208,144	\$ 1,208,144	\$ 1,314,115	\$ 1,201,629	\$ 1,085,468	\$ 971,007
Revenues														
Temporary Operating Levy														
Transfer from General Fund	317,500	317,500	317,500	317,500	317,500	317,500	317,500	317,500	100,000	33,333	317,500	317,500	317,500	317,500
Emergency Reserve Revenues:	317,500	317,500	317,500	317,500	317,500	317,500	317,500	317,500	100,000	33,333	317,500	317,500	317,500	317,500
Total Sources:	1,775,775	1,745,051	1,775,775	1,733,391	1,733,391	1,745,051	1,631,615	1,631,615	1,308,144	1,241,477	1,631,615	1,519,129	1,402,968	1,288,507
Expenditures														
Brush Creek Sewer NID	69,658	46,486	69,658	135,609	140,696	147,963	147,267	140,423	100,000	-	146,438	149,688	147,713	145,588
Brink Meyer Road NID	278,566	282,674	278,566	282,052	285,340	282,973	284,167	283,048		-	283,548	283,973	284,248	279,448
Emergency Reserve Expenditures:	348,224	329,160	348,224	417,661	426,036	430,936	431,434	423,471	100,000	-	429,986	433,661	431,961	425,036
Estimated Ending Balance (deficit):	1,427,551	1,415,891	1,427,551	1,315,730	1,307,355	1,314,115	1,200,181	1,208,144	1,208,144	1,241,477	1,201,629	1,085,468	971,007	863,471

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

FINANCIAL SUMMARY

33.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	1,364,214	4,709.57	1,328,041.29	97.35	36,172.71	1,291,774.41
LICENSES	59,000	990.00	4,615.00	7.82	54,385.00	8,263.75
PERMITS	344,600	12,914.30	202,767.40	58.84	141,832.60	79,973.04
FRANCHISE FEES	884,000	9,620.71	126,825.65	14.35	757,174.35	159,180.60
SALES TAXES	1,141,647	96,471.32	374,748.95	32.83	766,898.05	403,824.50
OTHER REVENUE	40,850	0.00	940.00	2.30	39,910.00	3,600.00
COURT REVENUE	150,000	20.00	23,917.89	15.95	126,082.11	39,941.15
INTEREST INCOME	8,000	564.71	2,331.97	29.15	5,668.03	2,571.82
MISCELLANEOUS REVENUE	1,134,462	3,123.30	23,791.61	2.10	1,110,670.39	448,495.69
TRANSFERS IN	495,000	37,916.66	191,666.64	38.72	303,333.36	138,333.28
TOTAL REVENUES	5,621,773	166,330.57	2,279,646.40	40.55	3,342,126.60	2,575,958.24
=====						
<u>EXPENDITURE SUMMARY</u>						
ADMINISTRATION	2,302,519	114,733.90	1,187,865.98	51.59	1,114,653.02	488,042.97
POLICE	1,482,562	96,208.94	430,446.67	29.03	1,052,115.33	431,861.59
MUNICIPAL COURT	167,492	15,224.86	50,892.51	30.39	116,599.49	52,478.97
PUBLIC WORKS	317,942	25,166.21	87,209.88	27.43	230,732.12	82,872.75
COMMUNITY DEVELOPMENT	327,871	21,358.16	98,952.29	30.18	228,918.71	92,447.15
STREET DEPARTMENT	464,683	26,440.43	133,410.84	28.71	331,272.16	140,299.02
PARKS DEPARTMENT	408,371	40,438.24	117,996.21	28.89	290,374.79	97,464.82
NATURE SANCTUARY	53,864	3,624.67	14,277.63	26.51	39,586.37	13,032.75
CHANNEL 2 & WEBSITE	21,210	0.00	6,184.56	29.16	15,025.44	6,345.30
IT	58,352	330.95	12,106.80	20.75	46,245.20	8,958.58
CAPITAL OUTLAY	592,451	12,500.00	17,400.00	2.94	575,051.00	165,407.87
TOTAL EXPENDITURES	6,197,317	356,026.36	2,156,743.37	34.80	4,040,573.63	1,579,211.77
=====						
EXCESS REVENUES OVER/(UNDER) EXPENDITURE (	575,544)	(189,695.79)	122,903.03	(	698,447.03)	996,746.47

CITY OF PARKVILLE
REVENUE AND EXPENSE REPORT
AS OF: APRIL 30TH, 2020

10 -General Fund
FINANCIAL SUMMARY
REVENUES

33.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>TAXES</u>						
10-41001-00 Real & Personal Property Tax	1,155,195	3,561.34	1,134,098.13	98.17	21,096.87	1,089,755.16
10-41002-00 Penalties	3,500	362.90	1,280.21	36.58	2,219.79	1,120.16
10-41003-00 Corp Merchants & Manufacturi	174,019	0.00	165,561.85	95.14	8,457.15	174,018.71
10-41004-00 Financial Institution Tax	2,500	0.00	0.49	0.02	2,499.51	0.00
10-41005-00 Vehicle Tax	29,000	785.33	27,100.61	93.45	1,899.39	26,880.38
TOTAL TAXES	1,364,214	4,709.57	1,328,041.29	97.35	36,172.71	1,291,774.41

<u>LICENSES</u>						
10-41101-00 Dog License (Tags)	2,000	35.00	275.00	13.75	1,725.00	905.00
10-41102-00 Occupational License	37,000	775.00	3,920.00	10.59	33,080.00	5,910.00
10-41103-00 Peddler's Licenses	1,500	0.00	0.00	0.00	1,500.00	350.00
10-41104-00 Liquor Licenses	18,500	0.00	0.00	0.00	18,500.00	1,098.75
10-41105-00 Golf Cart Registration Fees	0	180.00	420.00	0.00	(420.00)	0.00
TOTAL LICENSES	59,000	990.00	4,615.00	7.82	54,385.00	8,263.75

<u>PERMITS</u>						
10-41201-00 Building Permits	260,000	9,811.80	192,039.55	73.86	67,960.45	70,116.80
10-41201-01 Occupancy Permit	500	0.00	150.00	30.00	350.00	150.00
10-41202-00 Sign Permits	1,000	0.00	100.00	10.00	900.00	290.00
10-41205-00 Development Permits	1,500	300.00	300.00	20.00	1,200.00	0.00
10-41205-01 Public Improvement Fees	75,000	433.50	5,928.85	7.91	69,071.15	8,436.24
10-41205-03 Public Improv Fees-PW	0	719.00	719.00	0.00	(719.00)	0.00
10-41206-00 Rezoning Permits	600	0.00	0.00	0.00	600.00	0.00
10-41207-00 Subdivision Permit Fees	4,000	1,350.00	2,580.00	64.50	1,420.00	605.00
10-41208-00 BZA-Application Fees	300	0.00	0.00	0.00	300.00	0.00
10-41209-00 Conditional Use Permits	700	0.00	300.00	42.86	400.00	0.00
10-41210-00 Grading/PW Use Permits	1,000	0.00	0.00	0.00	1,000.00	375.00
10-41210-01 Right of Way Permit Fees	0	300.00	650.00	0.00	(650.00)	0.00
TOTAL PERMITS	344,600	12,914.30	202,767.40	58.84	141,832.60	79,973.04

<u>FRANCHISE FEES</u>						
10-41301-00 Telecom Franchise	170,000	9,620.71	40,083.27	23.58	129,916.73	50,859.61
10-41302-00 Missouri Gas Energy	123,000	0.00	44,478.86	36.16	78,521.14	46,428.05
10-41303-00 Missouri American Water	110,000	0.00	23,539.70	21.40	86,460.30	24,279.26
10-41304-00 KC Power & Light	405,000	0.00	0.00	0.00	405,000.00	0.00
10-41305-00 Martin Marietta Stone Royalt	1,000	0.00	67.55	6.76	932.45	109.39
10-41306-00 Cable/Video Service Franchis	75,000	0.00	18,656.27	24.88	56,343.73	37,504.29
TOTAL FRANCHISE FEES	884,000	9,620.71	126,825.65	14.35	757,174.35	159,180.60

<u>SALES TAXES</u>						
10-41401-00 Sales Tax-General Revenue	1,066,647	88,851.68	350,406.16	32.85	716,240.84	380,616.18
10-41402-00 Motor Vehicle Sales Tax	50,000	5,201.07	16,403.01	32.81	33,596.99	15,057.03
10-41403-00 Motor Vehicle Fee	25,000	2,418.57	7,939.78	31.76	17,060.22	8,151.29
TOTAL SALES TAXES	1,141,647	96,471.32	374,748.95	32.83	766,898.05	403,824.50

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

FINANCIAL SUMMARY

33.33% OF FISCAL YEAR COMPLETED

REVENUES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>OTHER REVENUE</u>						
10-41501-00 Farmers Market.	1,150	0.00	0.00	0.00	1,150.00	0.00
10-41504-00 Park Shelter Reservations	12,000	0.00	740.00	6.17	11,260.00	1,465.00
10-41504-01 Sports Fields Reservations	11,000	0.00	0.00	0.00	11,000.00	1,010.00
10-41504-02 Special Event Reservations	14,000	0.00	200.00	1.43	13,800.00	1,125.00
10-41505-01 Nature Sanctuary Programs	2,700	0.00	0.00	0.00	2,700.00	0.00
TOTAL OTHER REVENUE	40,850	0.00	940.00	2.30	39,910.00	3,600.00
<u>COURT REVENUE</u>						
10-41601-00 Fines	150,000	0.00	23,190.16	15.46	126,809.84	38,485.90
10-41602-00 CVC Reports	0	0.00	47.73	0.00	(47.73)	121.25
10-41603-00 Police Reports	0	20.00	680.00	0.00	(680.00)	1,334.00
TOTAL COURT REVENUE	150,000	20.00	23,917.89	15.95	126,082.11	39,941.15
<u>INTEREST INCOME</u>						
10-41701-00 Interest Income	8,000	528.83	2,172.81	27.16	5,827.19	2,571.82
10-41702-00 CID Admin Fee	0	35.88	159.16	0.00	(159.16)	0.00
TOTAL INTEREST INCOME	8,000	564.71	2,331.97	29.15	5,668.03	2,571.82
<u>MISCELLANEOUS REVENUE</u>						
10-41801-00 Miscellaneous	25,000	445.24	1,932.13	7.73	23,067.87	34,824.19
10-41802-00 Leased/Owned Properties	301,000	2,678.06	21,859.48	7.26	279,140.52	15,960.00
10-41803-99 FEMA Flood Reparations	400,000	0.00	0.00	0.00	400,000.00	0.00
10-41804-09 Other Grants	9,250	0.00	0.00	0.00	9,250.00	0.00
10-41807-01 Insurance Claim Reimb.	1,500	0.00	0.00	0.00	1,500.00	0.00
10-41809-01 Land Sales	397,712	0.00	0.00	0.00	397,712.00	397,711.50
TOTAL MISCELLANEOUS REVENUE	1,134,462	3,123.30	23,791.61	2.10	1,110,670.39	448,495.69
<u>TRANSFERS IN</u>						
10-41901-00 Transfer f Transportation Fu	175,000	14,583.33	58,333.32	33.33	116,666.68	61,666.64
10-41903-00 Sewer Administration Fee	280,000	23,333.33	93,333.32	33.33	186,666.68	76,666.64
10-41911-00 Tfr from Park Sales Tax Fund	40,000	0.00	40,000.00	100.00	0.00	0.00
TOTAL TRANSFERS IN	495,000	37,916.66	191,666.64	38.72	303,333.36	138,333.28
TOTAL REVENUE	5,621,773	166,330.57	2,279,646.40	40.55	3,342,126.60	2,575,958.24
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REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

ADMINISTRATION

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-501.01-01-00 Salaries	440,061	30,345.16	144,343.92	32.80	295,717.08	145,535.02
10-501.01-11-00 Mayor and Aldermen	57,600	4,430.90	19,939.05	34.62	37,660.95	19,939.05
10-501.01-21-00 FICA & Medicare	37,460	2,517.09	11,935.57	31.86	25,524.43	13,802.13
10-501.01-22-00 Retirement	42,133	3,498.13	13,579.54	32.23	28,553.46	12,232.76
10-501.01-33-00 Auto Allow-City Administ	1,800	150.00	600.00	33.33	1,200.00	600.00
10-501.01-40-00 Membership Fees & Dues -	4,000	0.00	3,512.70	87.82	487.30	3,865.90
10-501.01-41-00 Membership Fees & Dues -	3,100	233.25	1,389.45	44.82	1,710.55	689.00
10-501.01-41-02 Professional Dev - Staff	18,000	2,234.04	2,493.93	13.86	15,506.07	3,284.67
10-501.01-41-03 Professional Dev - Board	3,000	0.00	475.00	15.83	2,525.00	749.55
10-501.01-43-00 Tuition Reimbursement	0	0.00	0.00	0.00	0.00	840.00
TOTAL PERSONNEL	607,154	43,408.57	198,269.16	32.66	408,884.84	201,538.08
<u>INSURANCE</u>						
10-501.02-01-00 Liability Insurance	117,172	0.00	0.00	0.00	117,172.00	0.00
10-501.02-01-01 Insurance Deductible	20,000	0.00	0.00	0.00	20,000.00	0.00
10-501.02-02-00 Health, Life & Dental	52,800	3,631.25	17,128.53	32.44	35,671.47	15,338.62
10-501.02-03-00 Workers Compensation	1,000	0.00	0.00	0.00	1,000.00	0.00
10-501.02-05-00 Property Insurance	16,647	0.00	0.00	0.00	16,647.00	0.00
TOTAL INSURANCE	207,619	3,631.25	17,128.53	8.25	190,490.47	15,338.62
<u>UTILITIES</u>						
10-501.03-01-00 Telephone & Voicemail	7,200	631.69	1,899.81	26.39	5,300.19	1,818.45
10-501.03-02-00 Electricity	60,000	6,186.31	18,810.50	31.35	41,189.50	18,961.58
10-501.03-04-00 Water	5,000	295.67	817.35	16.35	4,182.65	489.36
10-501.03-05-00 Mobile Phones & Pagers	120	70.14	210.32	175.27 (	90.32) (	425.33)
10-501.03-08-00 Cable	2,880	250.99	759.03	26.36	2,120.97	1,103.27
10-501.03-09-00 Trash Hauling/Recycling	300	0.00	75.00	25.00	225.00	75.00
TOTAL UTILITIES	75,500	7,434.80	22,572.01	29.90	52,927.99	22,022.33
<u>CAPITAL EXPENDITURES</u>						
10-501.04-22-00 Lease Purchase-Office Eq	624	0.00	156.00	25.00	468.00	156.00
TOTAL CAPITAL EXPENDITURES	624	0.00	156.00	25.00	468.00	156.00
<u>OTHER PURCHASES</u>						
10-501.05-01-00 Office Supplies & Consum	5,000	329.27	867.03	17.34	4,132.97	1,797.61
10-501.05-02-00 Postage	1,500	0.00	236.70	15.78	1,263.30	658.30
10-501.05-04-00 Printing	800	0.00	0.00	0.00	800.00	104.92
10-501.05-05-00 Publications	250	0.00	236.00	94.40	14.00	236.00
TOTAL OTHER PURCHASES	7,550	329.27	1,339.73	17.74	6,210.27	2,796.83
<u>MAINTENANCE</u>						
10-501.06-01-00 Building Maint & Repair	20,000	2,062.31	2,778.66	13.89	17,221.34	3,237.95
10-501.06-01-01 HVAC Maintenance & Repai	8,000	0.00	4,842.21	60.53	3,157.79	1,434.19
10-501.06-02-00 Janitorial Services/Supp	12,500	316.01	3,016.01	24.13	9,483.99	2,787.65
10-501.06-11-00 Train Depot Maint	2,000	190.00	190.00	9.50	1,810.00	0.00
10-501.06-34-00 Office Equipment Mainten	1,950	216.06	327.37	16.79	1,622.63	204.13
TOTAL MAINTENANCE	44,450	2,784.38	11,154.25	25.09	33,295.75	7,663.92

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

ADMINISTRATION

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>CITY SERVICES</u>						
10-501.07-01-00 Elections	2,800	0.00	4,220.80	150.74 (	1,420.80)	1,911.88
10-501.07-02-00 Advertising/Public Notic	1,600	80.75	80.75	5.05	1,519.25	90.98
10-501.07-04-00 Credit Card Processing F	0	47.11	410.52	0.00 (	410.52)	455.20
10-501.07-99-00 FOPAS - Animal Control	6,000	500.00	2,000.00	33.33	4,000.00	2,000.00
TOTAL CITY SERVICES	10,400	627.86	6,712.07	64.54	3,687.93	4,458.06
<u>PROFESSIONAL FEES</u>						
10-501.08-01-00 Attorney/Legal Fees	120,000	5,618.00	16,854.00	14.05	103,146.00	23,600.95
10-501.08-01-01 Litigation (New)	50,000	0.00	0.00	0.00	50,000.00	0.00
10-501.08-02-00 Auditor Fees	18,800	0.00	0.00	0.00	18,800.00	0.00
10-501.08-02-02 Professional Services	120,000	16,829.02	23,028.36	19.19	96,971.64	98,435.52
TOTAL PROFESSIONAL FEES	308,800	22,447.02	39,882.36	12.92	268,917.64	122,036.47
<u>OTHER EXPENDITURES</u>						
10-501.09-04-00 Holiday Decorations	1,000	0.00	350.00	35.00	650.00	350.00
10-501.09-11-00 Cemetery Maintenance	4,000	0.00	0.00	0.00	4,000.00	0.00
10-501.09-20-02 Meeting Food	2,000	53.00	386.92	19.35	1,613.08	414.91
10-501.09-20-07 Meeting Supplies	300	0.00	44.65	14.88	255.35	0.00
10-501.09-21-00 Misc-Other	8,000	6,168.22	6,326.65	79.08	1,673.35 (	1,039.96)
10-501.09-21-03 Employee Appreciation	2,300	21.85	74.87	3.26	2,225.13	52.94
10-501.09-25-00 Flood Management	100,000	19,494.35	27,313.46	27.31	72,686.54	6,421.45
TOTAL OTHER EXPENDITURES	117,600	25,737.42	34,496.55	29.33	83,103.45	6,199.34
<u>TRANSFERS-OTHER SOURCES</u>						
10-501.20-20-00 Transfer to Emergency Re	100,000	8,333.33	33,333.32	33.33	66,666.68	105,833.32
10-501.20-22-00 Transfer to Projects Fun	400,000	0.00	400,000.00	100.00	0.00	0.00
10-501.20-26-00 Tfr to BC NID Bond Debt	140,000	0.00	140,000.00	100.00	0.00	0.00
10-501.20-27-00 Tfr to BM NID Bond Debt	282,822	0.00	282,822.00	100.00	0.00	0.00
TOTAL TRANSFERS-OTHER SOURCES	922,822	8,333.33	856,155.32	92.78	66,666.68	105,833.32
TOTAL ADMINISTRATION	2,302,519	114,733.90	1,187,865.98	51.59	1,114,653.02	488,042.97

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

POLICE

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-505.01-01-00 Salaries	922,461	64,302.04	302,182.12	32.76	620,278.88	303,326.17
10-505.01-03-00 Overtime	20,000	1,172.90	3,348.10	16.74	16,651.90	3,403.30
10-505.01-21-00 FICA & Medicare	76,462	4,811.26	22,643.00	29.61	53,819.00	22,893.48
10-505.01-22-00 Retirement	128,022	8,898.15	33,854.54	26.44	94,167.46	30,265.66
10-505.01-41-00 Membership Fees & Dues	950	0.00	419.53	44.16	530.47	445.00
10-505.01-41-02 Professional Development	4,500	135.00	161.61	3.59	4,338.39	151.69
10-505.01-43-00 Tuition Reimbursement	4,500	0.00	375.00	8.33	4,125.00	0.00
TOTAL PERSONNEL	1,156,895	79,319.35	362,983.90	31.38	793,911.10	360,485.30
<u>INSURANCE</u>						
10-505.02-02-00 Health, Life & Dental	174,642	13,295.14	54,879.61	31.42	119,762.39	55,709.72
10-505.02-03-00 Workers Compensation	37,925	0.00	0.00	0.00	37,925.00	0.00
10-505.02-04-00 Unemployment	1,500	0.00	0.00	0.00	1,500.00	0.00
TOTAL INSURANCE	214,067	13,295.14	54,879.61	25.64	159,187.39	55,709.72
<u>UTILITIES</u>						
10-505.03-01-00 Telephone & Voicemail	1,500	131.04	459.34	30.62	1,040.66	355.24
10-505.03-05-00 Mobile Phone & Pagers	4,500	287.67	887.69	19.73	3,612.31	951.38
TOTAL UTILITIES	6,000	418.71	1,347.03	22.45	4,652.97	596.14
<u>CAPITAL EXPENDITURES</u>						
<u>OTHER PURCHASES</u>						
10-505.05-01-00 Office Supplies & Consum	2,800	67.85	89.68	3.20	2,710.32	439.84
10-505.05-02-00 Postage	250	0.00	18.35	7.34	231.65	39.92
10-505.05-04-00 Printing	500	0.00	0.00	0.00	500.00	0.00
10-505.05-20-00 Small Office Equipment	1,000	0.00	0.00	0.00	1,000.00	0.00
10-505.05-21-00 Equipment and Handtools	9,000	47.98	47.98	0.53	8,952.02	497.93
10-505.05-22-01 Terminal - Rejis	3,100	130.38	391.14	12.62	2,708.86	376.14
10-505.05-22-02 Terminal - Platte Co	2,600	0.00	0.00	0.00	2,600.00	2,251.20
10-505.05-31-00 Uniforms	7,000	0.00	34.99	0.50	6,965.01	1,905.34
10-505.05-99-00 Other Purchases	500	0.00	0.00	0.00	500.00	0.00
TOTAL OTHER PURCHASES	26,750	246.21	582.14	2.18	26,167.86	5,510.37
<u>MAINTENANCE</u>						
10-505.06-21-00 Vehicle Repair & Mainten	18,000	2,929.53	3,897.48	21.65	14,102.52	2,340.83
10-505.06-21-01 Equipment Repair & Maint	3,000	0.00	1,620.00	54.00	1,380.00	1,620.00
10-505.06-22-00 Vehicle Gas & Oil	45,000	0.00	4,276.51	9.50	40,723.49	5,035.01
10-505.06-32-02 Crimestar Maintenance	1,500	0.00	0.00	0.00	1,500.00	0.00
10-505.06-34-00 Office Equipment/Mainten	800	0.00	0.00	0.00	800.00	0.00
TOTAL MAINTENANCE	68,300	2,929.53	9,793.99	14.34	58,506.01	8,995.84
<u>CITY SERVICES</u>						
10-505.07-56-00 Hiring Expenses	3,500	0.00	0.00	0.00	3,500.00	715.50
10-505.07-57-00 Crime Commission	500	0.00	500.00	100.00	0.00	500.00
10-505.07-81-00 Lab Work	2,000	0.00	0.00	0.00	2,000.00	0.00
10-505.07-90-00 Contractual Service Agre	2,000	0.00	360.00	18.00	1,640.00	361.00

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

POLICE

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
10-505.07-99-00 Other City Services	700	0.00	0.00	0.00	700.00	0.00
TOTAL CITY SERVICES	8,700	0.00	860.00	9.89	7,840.00	1,576.50
OTHER EXPENDITURES						
10-505.09-21-00 Miscellaneous	350	0.00	0.00	0.00	350.00	0.00
10-505.09-21-04 Harvester Deer Donation	1,500	0.00	0.00	0.00	1,500.00	180.00
TOTAL OTHER EXPENDITURES	1,850	0.00	0.00	0.00	1,850.00	180.00
TOTAL POLICE	1,482,562	96,208.94	430,446.67	29.03	1,052,115.33	431,861.59

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

MUNICIPAL COURT

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-510.01-01-00 Salaries	69,991	4,921.28	23,826.33	34.04	46,164.67	22,384.98
10-510.01-11-00 Judge	18,000	1,384.62	6,230.79	34.62	11,769.21	6,230.79
10-510.01-21-00 FICA & Medicare	7,126	464.02	2,413.50	33.87	4,712.50	2,360.11
10-510.01-22-00 Retirement	5,219	403.42	1,719.61	32.95	3,499.39	1,669.14
10-510.01-32-00 Expense Allow - Judge	540	45.00	180.00	33.33	360.00	180.00
10-510.01-41-00 Memberships, Fees & Dues	550	0.00	0.00	0.00	550.00	420.00
10-510.01-41-02 Professional Development	5,500	0.00	0.00	0.00	5,500.00	2,042.90
10-510.01-51-00 Prosecutor/Assistant	15,000	2,500.00	5,000.00	33.33	10,000.00	5,000.00
10-510.01-51-02 Public Defender	7,200	1,200.00	2,400.00	33.33	4,800.00	2,400.00
TOTAL PERSONNEL	129,126	10,918.34	41,770.23	32.35	87,355.77	42,687.92
<u>INSURANCE</u>						
10-510.02-02-00 Health, Life & Dental	10,532	762.26	3,364.01	31.94	7,167.99	3,305.11
10-510.02-03-00 Workers Compensation	3,514	0.00	0.00	0.00	3,514.00	0.00
TOTAL INSURANCE	14,046	762.26	3,364.01	23.95	10,681.99	3,305.11
<u>UTILITIES</u>						
10-510.03-05-00 Mobile Phone & Pagers	120	0.00	0.00	0.00	120.00	20.00
TOTAL UTILITIES	120	0.00	0.00	0.00	120.00	20.00
<u>CAPITAL EXPENDITURES</u>						
<u>OTHER PURCHASES</u>						
10-510.05-01-00 Office Supplies & Consum	1,000	0.00	0.00	0.00	1,000.00	17.49
10-510.05-02-00 Postage	400	0.00	16.00	4.00	384.00	114.86
10-510.05-04-00 Printing	3,000	0.00	0.00	0.00	3,000.00	1,002.47
10-510.05-05-00 Publications	400	0.00	0.00	0.00	400.00	0.00
TOTAL OTHER PURCHASES	4,800	0.00	16.00	0.33	4,784.00	1,134.82
<u>MAINTENANCE</u>						
10-510.06-33-00 Software Support Agreeme	3,500	0.00	0.00	0.00	3,500.00	0.00
10-510.06-34-00 Office Equipment Mainten	250	22.26	63.61	25.44	186.39	76.48
TOTAL MAINTENANCE	3,750	22.26	63.61	1.70	3,686.39	76.48
<u>CITY SERVICES</u>						
10-510.07-80-00 Boarding of Prisoners	7,000	3,522.00	3,522.00	50.31	3,478.00	1,820.00
10-510.07-82-00 Bailiff	7,500	0.00	2,156.66	28.76	5,343.34	3,287.39
10-510.07-82-01 Translator	650	0.00	0.00	0.00	650.00	147.25
TOTAL CITY SERVICES	15,150	3,522.00	5,678.66	37.48	9,471.34	5,254.64
<u>OTHER EXPENDITURES</u>						
10-510.09-21-00 Miscellaneous	500	0.00	0.00	0.00	500.00	0.00
TOTAL OTHER EXPENDITURES	500	0.00	0.00	0.00	500.00	0.00
TOTAL MUNICIPAL COURT	167,492	15,224.86	50,892.51	30.39	116,599.49	52,478.97

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

PUBLIC WORKS

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-515.01-01-00 Salaries	205,489	14,725.50	59,854.14	29.13	145,634.86	54,326.58
10-515.01-21-00 FICA & Medicare	15,720	1,067.80	4,321.20	27.49	11,398.80	4,084.92
10-515.01-22-00 Retirement	12,723	1,087.73	3,914.63	30.77	8,808.37	3,568.53
10-515.01-33-00 Auto Allow-Public Wks Di	3,000	250.00	1,000.00	33.33	2,000.00	1,000.00
10-515.01-41-00 Membership Fees & Dues	800	0.00	40.00	5.00	760.00	217.00
10-515.01-41-02 Professional Development	4,500	0.00	60.00	1.33	4,440.00	105.00
10-515.01-42-00 Membership Fees	0	0.00	0.00	0.00	0.00	95.00
TOTAL PERSONNEL	242,232	17,131.03	69,189.97	28.56	173,042.03	63,397.03
<u>INSURANCE</u>						
10-515.02-02-00 Health, Life & Dental	29,360	2,402.60	9,567.42	32.59	19,792.58	8,989.16
10-515.02-03-00 Workers Compensation	300	0.00	0.00	0.00	300.00	0.00
TOTAL INSURANCE	29,660	2,402.60	9,567.42	32.26	20,092.58	8,989.16
<u>UTILITIES</u>						
10-515.03-05-00 Mobile Phones & Pagers	650	59.13	217.36	33.44	432.64	33.09
TOTAL UTILITIES	650	59.13	217.36	33.44	432.64	33.09
<u>CAPITAL EXPENDITURES</u>						
<u>OTHER PURCHASES</u>						
10-515.05-01-00 Office Supplies & Consum	850	0.00	32.28	3.80	817.72	0.00
10-515.05-02-00 Postage	150	0.00	0.00	0.00	150.00	7.03
10-515.05-04-00 Printing	150	44.80	65.75	43.83	84.25	0.00
10-515.05-31-00 Uniforms	250	0.00	0.00	0.00	250.00	0.00
TOTAL OTHER PURCHASES	1,400	44.80	98.03	7.00	1,301.97	7.03
<u>MAINTENANCE</u>						
10-515.06-36-00 Tornado Siren	3,500	736.20	1,472.40	42.07	2,027.60	1,453.20
TOTAL MAINTENANCE	3,500	736.20	1,472.40	42.07	2,027.60	1,453.20
<u>PROFESSIONAL FEES</u>						
10-515.08-03-00 Engineer & Planning Fees	40,000	4,690.00	6,536.00	16.34	33,464.00	8,474.29
TOTAL PROFESSIONAL FEES	40,000	4,690.00	6,536.00	16.34	33,464.00	8,474.29
<u>OTHER EXPENDITURES</u>						
10-515.09-21-00 Miscellaneous	500	102.45	128.70	25.74	371.30	518.95
TOTAL OTHER EXPENDITURES	500	102.45	128.70	25.74	371.30	518.95
TOTAL PUBLIC WORKS	317,942	25,166.21	87,209.88	27.43	230,732.12	82,872.75

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

COMMUNITY DEVELOPMENT

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-518.01-01-00 Salaries	225,554	15,050.62	72,180.38	32.00	153,373.62	69,633.13
10-518.01-21-00 FICA & Medicare	17,255	1,146.00	5,500.22	31.88	11,754.78	5,341.65
10-518.01-22-00 Retirement	23,765	1,723.34	6,252.49	26.31	17,512.51	5,473.37
10-518.01-31-00 Auto Allowance - CD Dire	2,400	200.00	800.00	33.33	1,600.00	800.00
10-518.01-41-00 Membership Fees & Dues	1,200	0.00	250.00	20.83	950.00	30.00
10-518.01-41-02 Professional Development	11,489	17.25	135.41	1.18	11,353.59	140.00
TOTAL PERSONNEL	281,663	18,137.21	85,118.50	30.22	196,544.50	81,418.15
<u>INSURANCE</u>						
10-518.02-02-00 Health, Life & Dental	23,331	1,510.30	7,190.36	30.82	16,140.64	5,889.71
10-518.02-03-00 Workers Compensation	777	0.00	0.00	0.00	777.00	0.00
10-518.02-04-00 Unemployment	500	0.00	0.00	0.00	500.00	0.00
TOTAL INSURANCE	24,608	1,510.30	7,190.36	29.22	17,417.64	5,889.71
<u>UTILITIES</u>						
10-518.03-05-00 Mobile Phones & Pagers	1,600	121.15	363.28	22.71	1,236.72	803.75
TOTAL UTILITIES	1,600	121.15	363.28	22.71	1,236.72	803.75
<u>CAPITAL EXPENDITURES</u>						
<u>OTHER PURCHASES</u>						
10-518.05-01-00 Office Supplies & Consum	1,000	224.18	3,441.08	344.11	2,441.08	296.27
10-518.05-02-00 Postage	2,000	0.00	25.20	1.26	1,974.80	455.20
10-518.05-04-00 Printing	200	0.00	0.00	0.00	200.00	0.00
10-518.05-21-00 Equipment & Handtools	250	0.00	0.00	0.00	250.00	0.00
10-518.05-31-00 Uniforms	550	0.00	0.00	0.00	550.00	430.53
TOTAL OTHER PURCHASES	4,000	224.18	3,466.28	86.66	533.72	1,182.00
<u>MAINTENANCE</u>						
10-518.06-21-00 Vehicle Repair & Mainten	1,000	33.46	33.46	3.35	966.54	0.00
10-518.06-22-00 Vehicle Gas & Oil	1,000	187.83	328.88	32.89	671.12	337.64
TOTAL MAINTENANCE	2,000	221.29	362.34	18.12	1,637.66	337.64
<u>CITY SERVICES</u>						
10-518.07-02-01 Public Notices	2,000	0.00	0.00	0.00	2,000.00	4,020.40
10-518.07-04-00 Code Enforcement	3,000	0.00	0.00	0.00	3,000.00	0.00
TOTAL CITY SERVICES	5,000	0.00	0.00	0.00	5,000.00	4,020.40
<u>PROFESSIONAL FEES</u>						
10-518.08-03-00 Engineering & Planning F	6,000	0.00	1,057.50	17.63	4,942.50	0.00
10-518.08-03-02 NPDES II / Arcview	2,700	1,087.09	1,337.09	49.52	1,362.91	400.00
TOTAL PROFESSIONAL FEES	8,700	1,087.09	2,394.59	27.52	6,305.41	400.00
<u>OTHER EXPENDITURES</u>						
10-518.09-20-00 Planning Com. Meeting Su	150	56.94	56.94	37.96	93.06	0.00
10-518.09-21-00 Miscellaneous	150	0.00	0.00	0.00	150.00	3.00
TOTAL OTHER EXPENDITURES	300	56.94	56.94	18.98	243.06	3.00
TOTAL COMMUNITY DEVELOPMENT	327,871	21,358.16	98,952.29	30.18	228,918.71	92,447.15

CITY OF PARKVILLE
REVENUE AND EXPENSE REPORT
AS OF: APRIL 30TH, 2020

10 -General Fund
STREET DEPARTMENT
EXPENDITURES

33.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-520.01-01-00 Salaries	268,597	18,294.94	82,327.23	30.65	186,269.77	81,215.70
10-520.01-03-00 Overtime	17,000	0.00	7,766.25	45.68	9,233.75	12,465.66
10-520.01-21-00 FICA & Medicare	21,848	1,334.51	6,603.02	30.22	15,244.98	6,804.69
10-520.01-22-00 Retirement	32,272	2,067.32	8,098.36	25.09	24,173.64	7,886.65
10-520.01-41-02 Professional Development	500	0.00	0.00	0.00	500.00	15.00
TOTAL PERSONNEL	340,217	21,696.77	104,794.86	30.80	235,422.14	108,387.70
<u>INSURANCE</u>						
10-520.02-02-00 Health, Life & Dental	46,470	3,157.58	16,050.32	34.54	30,419.68	15,564.46
10-520.02-03-00 Workers Compensation	21,611	0.00	0.00	0.00	21,611.00	0.00
10-520.02-04-00 Unemployment	1,500	0.00	0.00	0.00	1,500.00	0.00
TOTAL INSURANCE	69,581	3,157.58	16,050.32	23.07	53,530.68	15,564.46
<u>UTILITIES</u>						
10-520.03-01-00 Telephone & Voicemail	1,600	212.71	639.51	39.97	960.49	578.12
10-520.03-02-00 Electricity	4,200	204.58	863.27	20.55	3,336.73	1,498.99
10-520.03-03-00 Gas	2,000	0.00	492.68	24.63	1,507.32	1,158.01
10-520.03-04-00 Water	5,000	300.00	1,175.78	23.52	3,824.22	1,299.72
10-520.03-05-00 Mobile Phones & Pagers	2,800	172.17	516.24	18.44	2,283.76	1,142.17
10-520.03-09-00 Trash Hauling	1,200	0.00	0.00	0.00	1,200.00	300.00
TOTAL UTILITIES	16,800	889.46	3,687.48	21.95	13,112.52	3,692.67
<u>CAPITAL EXPENDITURES</u>						
<u>OTHER PURCHASES</u>						
10-520.05-01-00 Office Supplies & Consum	1,000	100.86	139.31	13.93	860.69	92.67
10-520.05-20-00 Small Office Equipment	500	0.00	0.00	0.00	500.00	0.00
10-520.05-21-00 Shop Supplies & Material	6,500	245.76	678.44	10.44	5,821.56	1,074.64
10-520.05-31-00 Uniforms	3,000	0.00	75.00	2.50	2,925.00	0.00
TOTAL OTHER PURCHASES	11,000	346.62	892.75	8.12	10,107.25	1,167.31
<u>MAINTENANCE</u>						
<u>CITY SERVICES</u>						
10-520.07-20-00 Snow Removal Supplies	0	0.00	0.00	0.00	0.00	1,863.90
10-520.07-41-00 Street Lights-Electricit	0	0.00	0.00	0.00	0.00	1,826.94
10-520.07-43-00 Cleanup & Recycling Expe	17,000	350.00	550.00	3.24	16,450.00	550.00
10-520.07-43-02 HHW Collection Event	7,935	0.00	7,435.43	93.70	499.57	7,246.04
10-520.07-51-00 Mosquito & Weed Control	1,800	0.00	0.00	0.00	1,800.00	0.00
10-520.07-55-00 Animal Control	100	0.00	0.00	0.00	100.00	0.00
TOTAL CITY SERVICES	26,835	350.00	7,985.43	29.76	18,849.57	11,486.88
<u>PROFESSIONAL FEES</u>						
<u>OTHER EXPENDITURES</u>						
10-520.09-21-00 Miscellaneous	250	0.00	0.00	0.00	250.00	0.00
TOTAL OTHER EXPENDITURES	250	0.00	0.00	0.00	250.00	0.00
TOTAL STREET DEPARTMENT	464,683	26,440.43	133,410.84	28.71	331,272.16	140,299.02

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

PARKS DEPARTMENT

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-525.01-01-00 Salaries	125,008	9,492.42	42,715.89	34.17	82,292.11	42,822.37
10-525.01-03-00 Overtime	9,000	0.00	6,364.92	70.72	2,635.08	7,553.20
10-525.01-05-00 Seasonal Landscape Maint	50,000	2,366.40	10,648.80	21.30	39,351.20	11,538.77
10-525.01-21-00 FICA & Medicare	14,087	881.20	4,465.26	31.70	9,621.74	4,631.12
10-525.01-22-00 Retirement	15,158	1,340.06	5,361.18	35.37	9,796.82	4,000.60
10-525.01-41-02 Professional Development	500	15.57	15.57	3.11	484.43	0.00
TOTAL PERSONNEL	213,753	14,095.65	69,571.62	32.55	144,181.38	70,546.06
<u>INSURANCE</u>						
10-525.02-02-00 Health, Life & Dental	29,259	3,051.32	12,205.28	41.71	17,053.72	9,940.32
10-525.02-03-00 Workers Compensation	9,584	0.00	0.00	0.00	9,584.00	0.00
10-525.02-04-00 Unemployment	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL INSURANCE	39,843	3,051.32	12,205.28	30.63	27,637.72	9,940.32
<u>UTILITIES</u>						
10-525.03-01-00 Telephone & Voicemail	2,500	331.95	998.96	39.96	1,501.04	899.93
10-525.03-02-00 Electricity	22,000	344.03	1,562.31	7.10	20,437.69	7,503.40
10-525.03-04-00 Water	6,000	170.04	473.01	7.88	5,526.99	262.61
10-525.03-05-00 Mobile Phones & Pagers	800	57.39	172.08	21.51	627.92	380.73
10-525.03-09-00 Trash Hauling	1,000	0.00	0.00	0.00	1,000.00	160.00
TOTAL UTILITIES	32,300	903.41	3,206.36	9.93	29,093.64	8,445.21
<u>CAPITAL EXPENDITURES</u>						
<u>OTHER PURCHASES</u>						
10-525.05-01-00 Office Supplies & Consum	500	0.00	0.00	0.00	500.00	0.00
10-525.05-02-00 Postage	75	0.00	0.65	0.87	74.35	0.00
10-525.05-04-00 Printing	400	85.98	85.98	21.50	314.02	218.93
10-525.05-05-00 Publications	50	0.00	0.00	0.00	50.00	0.00
10-525.05-20-00 Small Office Equipment	250	0.00	0.00	0.00	250.00	0.00
10-525.05-21-00 Equipment & Handtools	6,500	543.48	1,100.71	16.93	5,399.29	502.05
10-525.05-31-00 Uniforms	2,000	0.00	396.38	19.82	1,603.62	0.00
10-525.05-41-01 Restroom Supplies	3,000	97.87	153.58	5.12	2,846.42	156.01
10-525.05-41-02 Trash Bags	4,700	379.37	1,001.37	21.31	3,698.63	0.00
10-525.05-41-03 Park Enhancements	7,000	1,288.00	2,813.00	40.19	4,187.00	232.00
10-525.05-42-00 Grass Seed & Fertilizer	3,800	1,902.00	1,902.00	50.05	1,898.00	0.00
10-525.05-99-00 Other Purchases	500	97.25	110.97	22.19	389.03	0.00
TOTAL OTHER PURCHASES	28,775	4,393.95	7,564.64	26.29	21,210.36	1,108.99
<u>MAINTENANCE</u>						
10-525.06-01-00 Buildings Maint & Repair	6,000	2,165.00	6,354.58	105.91	354.58	1,473.28
10-525.06-03-00 Restrooms	4,500	91.33	91.33	2.03	4,408.67	1,039.19
10-525.06-05-01 Stage Maintenance	300	0.00	0.00	0.00	300.00	0.00
10-525.06-05-02 Ballfield Maintenance	4,000	259.53	259.53	6.49	3,740.47	746.26
10-525.06-05-03 Trail Maintenance	6,500	0.00	0.00	0.00	6,500.00	31.27
10-525.06-12-00 Playground Equipment Rep	3,000	683.25	1,693.44	56.45	1,306.56	978.00
10-525.06-13-00 Spirit Fountain	2,500	0.00	0.00	0.00	2,500.00	574.61

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

PARKS DEPARTMENT

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
10-525.06-21-00 Vehicle Repair & Mainten	5,000	0.00	0.00	0.00	5,000.00	172.77
10-525.06-21-01 Equipment Repair & Maint	3,500	107.40	489.96	14.00	3,010.04	780.21
10-525.06-21-02 Tractor Mowing Equipment	5,000	331.31	342.92	6.86	4,657.08	0.00
10-525.06-22-00 Vehicle Gas & Oil	4,000	60.21	312.00	7.80	3,688.00	441.47
10-525.06-22-01 Equipment Gas & Oil	3,200	129.03	151.32	4.73	3,048.68	77.18
TOTAL MAINTENANCE	47,500	3,827.06	9,695.08	20.41	37,804.92	6,314.24
<u>CITY SERVICES</u>						
10-525.07-20-00 Rental of Portable Toile	6,000	600.00	2,200.00	36.67	3,800.00	1,110.00
10-525.07-51-00 Mosquito & Weed Control	10,000	64.85	64.95	0.65	9,935.05	0.00
10-525.07-51-01 Landscaping	4,000	357.00	357.00	8.93	3,643.00	0.00
10-525.07-52-00 Tree Trimming & Removal	18,000	13,145.00	13,145.00	73.03	4,855.00	0.00
10-525.07-53-00 Tree Planting	6,000	0.00	0.00	0.00	6,000.00	0.00
10-525.07-60-00 Rental Equipment	1,200	0.00	0.00	0.00	1,200.00	0.00
TOTAL CITY SERVICES	45,200	14,166.85	15,766.95	34.88	29,433.05	1,110.00
<u>OTHER EXPENDITURES</u>						
10-525.09-21-00 Miscellaneous	1,000	0.00	13.72	1.37-	1,013.72	0.00
TOTAL OTHER EXPENDITURES	1,000	0.00	13.72	1.37-	1,013.72	0.00
TOTAL PARKS DEPARTMENT	408,371	40,438.24	117,996.21	28.89	290,374.79	97,464.82

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

NATURE SANCTUARY

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-535.01-01-00 Salaries	35,051	3,150.85	12,211.77	34.84	22,839.23	10,880.93
10-535.01-03-00 Overtime Pay	1,000	0.00	0.00	0.00	1,000.00	0.00
10-535.01-21-00 FICA & Medicare	2,758	241.03	934.15	33.87	1,823.85	832.40
TOTAL PERSONNEL	38,809	3,391.88	13,145.92	33.87	25,663.08	11,713.33
<u>UTILITIES</u>						
<u>CAPITAL EXPENDITURES</u>						
<u>OTHER PURCHASES</u>						
10-535.05-01-00 Office Supplies & Consum	125	0.00	0.00	0.00	125.00	46.21
10-535.05-02-00 Postage	80	0.00	0.00	0.00	80.00	29.32
10-535.05-04-00 Printing	300	0.00	0.00	0.00	300.00	89.59
10-535.05-21-00 Equipment & Handtools	1,400	35.16	167.24	11.95	1,232.76	86.00
10-535.05-41-00 Materials	1,200	0.00	66.56	5.55	1,133.44	181.59
10-535.05-42-00 Program Expenses	3,500	79.96	159.92	4.57	3,340.08	676.30
10-535.05-43-00 Volunteer Acknowledgemen	500	50.00	50.00	10.00	450.00	0.00
TOTAL OTHER PURCHASES	7,105	165.12	443.72	6.25	6,661.28	1,109.01
<u>MAINTENANCE</u>						
10-535.06-01-00 Building Maintenance & R	800	0.00	22.99	2.87	777.01	119.00
10-535.06-05-03 Trail Maintenance	5,000	0.00	0.00	0.00	5,000.00	0.00
10-535.06-21-00 Vehicle Repair & Mainten	1,000	26.00	26.00	2.60	974.00	16.26
10-535.06-21-01 Equipment Repair & Maint	200	38.99	592.11	296.06	392.11	48.98
10-535.06-22-00 Vehicle Gas & Oil	350	2.68	46.89	13.40	303.11	26.17
TOTAL MAINTENANCE	7,350	67.67	687.99	9.36	6,662.01	210.41
<u>CITY SERVICES</u>						
10-535.07-51-00 Mosquito & Weed Control	100	0.00	0.00	0.00	100.00	0.00
TOTAL CITY SERVICES	100	0.00	0.00	0.00	100.00	0.00
<u>OTHER EXPENDITURES</u>						
10-535.09-21-00 Miscellaneous	500	0.00	0.00	0.00	500.00	0.00
TOTAL OTHER EXPENDITURES	500	0.00	0.00	0.00	500.00	0.00
TOTAL NATURE SANCTUARY	53,864	3,624.67	14,277.63	26.51	39,586.37	13,032.75

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

CHANNEL 2 & WEBSITE

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-540.01-52-00 Technical Consultant/Int	10,200	0.00	1,700.00	16.67	8,500.00	2,550.00
10-540.01-53-00 Production Assistant/Int	2,750	0.00	400.00	14.55	2,350.00	400.00
TOTAL PERSONNEL	12,950	0.00	2,100.00	16.22	10,850.00	2,950.00
<u>CAPITAL EXPENDITURES</u>						
10-540.04-21-00 Office Equipment	100	0.00	0.00	0.00	100.00	0.00
TOTAL CAPITAL EXPENDITURES	100	0.00	0.00	0.00	100.00	0.00
<u>OTHER PURCHASES</u>						
10-540.05-03-00 Computer Equip/Access/Pr	200	0.00	0.00	0.00	200.00	0.00
10-540.05-05-00 Publications	3,100	0.00	0.00	0.00	3,100.00	1,808.96
TOTAL OTHER PURCHASES	3,300	0.00	0.00	0.00	3,300.00	1,808.96
<u>MAINTENANCE</u>						
10-540.06-31-00 Computer Maintenance	560	0.00	0.00	0.00	560.00	0.00
TOTAL MAINTENANCE	560	0.00	0.00	0.00	560.00	0.00
<u>OTHER EXPENDITURES</u>						
10-540.09-05-00 Newsletter/Website	4,300	0.00	4,084.56	94.99	215.44	1,586.34
TOTAL OTHER EXPENDITURES	4,300	0.00	4,084.56	94.99	215.44	1,586.34
TOTAL CHANNEL 2 & WEBSITE	21,210	0.00	6,184.56	29.16	15,025.44	6,345.30

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

TRANSFERS OUT

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
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TRANSFERS-OTHER SOURCES

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

IT

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
10-555.01-52-00 Information Technology S	20,000	0.00	0.00	0.00	20,000.00	5,418.75
TOTAL PERSONNEL	20,000	0.00	0.00	0.00	20,000.00	5,418.75
<u>INSURANCE</u>						
10-555.02-01-00 Equipment	6,033	135.00	405.00	6.71	5,628.00	79.98
10-555.02-02-00 Software	28,193	107.96	11,561.80	41.01	16,631.20	2,410.85
10-555.02-04-00 Domain Registrations	1,294	17.99	70.00	5.41	1,224.00	105.00
TOTAL INSURANCE	35,520	260.95	12,036.80	33.89	23,483.20	2,595.83
<u>MAINTENANCE</u>						
10-555.06-01-00 Maintenance & Repair	2,832	70.00	70.00	2.47	2,762.00	944.00
TOTAL MAINTENANCE	2,832	70.00	70.00	2.47	2,762.00	944.00
TOTAL IT	58,352	330.95	12,106.80	20.75	46,245.20	8,958.58

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

10 -General Fund

CAPITAL OUTLAY

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>CAPITAL OUTLAY</u>						
10-560.50-10-00 Administration Capital O	122,900	8,500.00	13,400.00	10.90	109,500.00	25,027.00
10-560.50-50-00 Police Capital Outlay	93,010	0.00	0.00	0.00	93,010.00	0.00
TOTAL CAPITAL OUTLAY	215,910	8,500.00	13,400.00	6.21	202,510.00	25,027.00
<u>CAPITAL OUTLAY</u>						
10-560.51-50-00 Public Works Capital Out	102,041	0.00	0.00	0.00	102,041.00	1,800.00
10-560.51-80-00 Com Development Capital	158,000	4,000.00	4,000.00	2.53	154,000.00	0.00
TOTAL CAPITAL OUTLAY	260,041	4,000.00	4,000.00	1.54	256,041.00	1,800.00
<u>CAPITAL OUTLAY</u>						
10-560.52-00-00 Streets Capital Outlay	85,000	0.00	0.00	0.00	85,000.00	0.00
10-560.52-50-00 Parks Capital Outlay	0	0.00	0.00	0.00	0.00	138,580.87
TOTAL CAPITAL OUTLAY	85,000	0.00	0.00	0.00	85,000.00	138,580.87
<u>CAPITAL OUTLAY</u>						
10-560.54-00-00 Public Info. Capital Out	25,500	0.00	0.00	0.00	25,500.00	0.00
TOTAL CAPITAL OUTLAY	25,500	0.00	0.00	0.00	25,500.00	0.00
<u>CAPITAL OUTLAY</u>						
10-560.55-50-00 IT Capital Outlay	6,000	0.00	0.00	0.00	6,000.00	0.00
TOTAL CAPITAL OUTLAY	6,000	0.00	0.00	0.00	6,000.00	0.00
TOTAL CAPITAL OUTLAY	592,451	12,500.00	17,400.00	2.94	575,051.00	165,407.87
TOTAL EXPENDITURES	6,197,317	356,026.36	2,156,743.37	34.80	4,040,573.63	1,579,211.77
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EXCESS REVENUES OVER/(UNDER) EXPENDITURE{	575,544}{	189,695.79}	122,903.03		0.00	996,746.47

Sewer Fund (30)

Last Updated 5/14/20

	2013	2014	2015	2016	2016	2017	2017	2017	2018	2018	2019	2019	2020	2020	2018	2019	2020	2021	2022
	Actual	Actual	Actual	Budget	Actual	Budget	YTD	Projected	Budget	YTD	Budget	YTD	Budget	YTD	Projected	Projected	Projected	Projected	Projected
Beginning Fund Balance	\$ 605,952	\$ 516,873	\$ 1,101,730	\$ 794,313	\$ 795,105	\$ 314,043	\$ 438,796	\$ 369,893	\$ 314,043	\$ 438,796	\$ 561,517	\$ 561,517	\$ 1,143,432	\$ 1,143,432	\$ 219,368	\$ 283,008	\$ 279,919	\$ 352,635	\$ 578,073
Revenues																			
Projected Rate Increase		3.00%	3.00%	2.50%	2.50%	10.00%		10.00%	6.00%						6.00%	6.00%	5.00%	3.00%	3.00%
Sewer Charges	937,785	1,006,362	1,020,684	1,014,750	981,723	1,103,300	1,147,754	1,079,895	1,213,630	1,318,934	1,334,993	1,447,413	1,516,737	462,334	1,144,689	1,213,371	1,274,039	1,312,260	1,351,628
Sewer Tap Fees	30,000	43,500	39,000	36,000	33,000	30,000	27,000	30,000	30,000	47,100	30,000	36,500	30,000	21,000	30,450	30,907	31,370	31,841	32,319
Sewer Impact Fees	28,000	42,000	36,400	33,600	32,300	34,000	25,400	34,000	34,000	39,600	34,000	94,076	50,000	19,800	34,510	35,028	35,553	36,086	36,628
MOAW Bill Collection Payment	686	562	643	650	431	550	434	550	550	444	550	442	550	-	550	550	550	550	550
Grinder Pump Administrative Fee	3,850	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	4,620	1,540	4,620	4,620	4,620	4,620	4,620
Interest Income	5,872	4,361	4,956	4,800	4,500	5,000	4,019	5,000	5,000	4,160	-	4,407	4,500	1,430	5,075	5,126	5,177	5,229	5,281
Transfer from Sewer CIP (33)	-	294,984	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	16	1,000	74	200	10	50	-	50	50	-	-	22,317	-	-	51	52	52	53	54
Sewer Fund Revenues:	1,006,209	1,397,390	1,106,376	1,094,620	1,056,584	1,177,520	1,209,226	1,154,115	1,287,850	1,414,858	1,404,163	1,609,774	1,606,407	506,104	1,219,945	1,289,652	1,351,362	1,390,639	1,431,079
Total Sources:	1,612,161	1,914,263	2,208,106	1,888,933	1,851,689	1,491,563	1,648,022	1,524,009	1,601,893	1,853,654	1,965,680	2,171,291	2,749,839	1,649,536	1,439,313	1,572,660	1,631,281	1,743,275	2,009,152
Expenditures																			
Operating Expenses	449,989	461,041	494,543	520,116	573,079	519,940	700,609	519,940	749,286	729,697	811,217	761,861	851,539	271,209	535,538	545,521	555,696	566,067	576,638
Capital Expenses	5,636	59,988	459,088	734,500	619,692	453,000	295,505	453,000	382,200	386,732	377,400	83,919	826,700	117,065	272,900	383,500	348,500	209,000	178,900
Debt Service	202,233	191,504	357,870	185,495	185,495	181,701	-	181,701	185,288	-	-	-	-	-	182,867	183,720	179,450	180,135	180,821
Transfer to General Fund - Admin Fee	100,000	100,000	101,500	103,530	103,530	150,000	181,403	150,000	204,438	175,708	181,862	182,078	181,862	57,503	165,000	180,000	195,000	210,000	225,000
Other Transfers	337,431	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sewer Fund Expenditures:	1,095,288	812,533	1,413,001	1,543,641	1,481,796	1,304,641	1,177,517	1,304,641	1,521,212	1,292,137	1,370,479	1,027,859	1,860,101	445,777	1,156,305	1,292,741	1,278,646	1,165,202	1,161,359
Estimated Working Capital (deficit) :	516,873	1,101,730	795,105	345,292	369,893	186,922	470,505	219,368	80,681	561,517	595,201	1,143,432	889,738	1,203,759	283,008	279,919	352,635	578,073	847,793
TARGET*	\$339,730	\$331,764	\$481,796	\$341,407	\$354,647	\$349,186		\$349,186	\$423,719						\$358,002	\$365,100	\$367,124	\$374,152	\$381,231

* Target represents desired working capital of 90 days of operations in addition to the current fiscal year debt service payments as required by the Reserve Policy adopted December 3, 2013, by Resolution No. 12-01-13.

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

30 -Sewer Service Fund

FINANCIAL SUMMARY

33.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
OTHER REVENUE	1,601,357	104,586.55	504,673.95	31.52	1,096,683.05	538,530.90
INTEREST INCOME	4,500	212.72	1,429.69	31.77	3,070.31	1,386.42
MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	3,060.25
TRANSFERS IN	<u>185,288</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>185,288.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>1,791,145</u>	<u>104,799.27</u>	<u>506,103.64</u>	<u>28.26</u>	<u>1,285,041.36</u>	<u>542,977.57</u>
<u>EXPENDITURE SUMMARY</u>						
ADMINISTRATIVE	<u>1,860,101</u>	<u>118,266.85</u>	<u>445,777.09</u>	<u>23.97</u>	<u>1,414,323.91</u>	<u>311,113.82</u>
TOTAL EXPENDITURES	<u>1,860,101</u>	<u>118,266.85</u>	<u>445,777.09</u>	<u>23.97</u>	<u>1,414,323.91</u>	<u>311,113.82</u>
EXCESS REVENUES OVER/(UNDER) EXPENDITURE(	68,956)	(13,467.58)	60,326.55	(	129,282.55)	231,863.75

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

30 -Sewer Service Fund

FINANCIAL SUMMARY

33.33% OF FISCAL YEAR COMPLETED

REVENUES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>OTHER REVENUE</u>						
30-41501-00 Sewer Charges	1,516,737	15,074.10	31,114.20	2.05	1,485,622.80	35,299.48
30-41501-01 Sewer Charges - Data Tech	0	82,327.45	431,219.75	0.00	(431,219.75)	474,991.42
30-41502-00 Sewer Tap Fees	30,000	3,500.00	21,000.00	70.00	9,000.00	13,750.00
30-41502-01 Sewer Impact Fees	50,000	3,300.00	19,800.00	39.60	30,200.00	12,950.00
30-41504-00 Grinder Pump Admin Fee	4,620	385.00	1,540.00	33.33	3,080.00	1,540.00
TOTAL OTHER REVENUE	1,601,357	104,586.55	504,673.95	31.52	1,096,683.05	538,530.90
<u>INTEREST INCOME</u>						
30-41701-00 Interest Income	4,500	212.72	1,429.69	31.77	3,070.31	1,386.42
TOTAL INTEREST INCOME	4,500	212.72	1,429.69	31.77	3,070.31	1,386.42
<u>MISCELLANEOUS REVENUE</u>						
30-41804-00 Miscellaneous Revenue	0	0.00	0.00	0.00	0.00	3,060.25
TOTAL MISCELLANEOUS REVENUE	0	0.00	0.00	0.00	0.00	3,060.25
<u>TRANSFERS IN</u>						
30-41901-00 Transfer from Sewer Fund	185,288	0.00	0.00	0.00	185,288.00	0.00
TOTAL TRANSFERS IN	185,288	0.00	0.00	0.00	185,288.00	0.00
TOTAL REVENUE	1,791,145	104,799.27	506,103.64	28.26	1,285,041.36	542,977.57
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REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

30 -Sewer Service Fund

ADMINISTRATIVE

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PERSONNEL</u>						
30-501.01-01-00 Salaries	21,094	115.44	6,193.41	29.36	14,900.59	7,050.27
30-501.01-21-00 FICA & Medicare	1,650	8.30	470.08	28.49	1,179.92	538.17
30-501.01-22-00 Retirement	2,450	0.00	0.00	0.00	2,450.00	0.00
30-501.01-41-00 Professional Development	500	0.00	0.00	0.00	500.00	0.00
TOTAL PERSONNEL	25,694	123.74	6,663.49	25.93	19,030.51	7,588.44
<u>INSURANCE</u>						
30-501.02-01-00 Hazard & Liability	1,400	0.00	0.00	0.00	1,400.00	0.00
30-501.02-02-00 Health	3,533	144.85	1,013.95	28.70	2,519.05	1,069.48
TOTAL INSURANCE	4,933	144.85	1,013.95	20.55	3,919.05	1,069.48
<u>UTILITIES</u>						
30-501.03-02-00 Electricity	46,000	2,757.82	8,300.05	18.04	37,699.95	11,258.61
30-501.03-04-00 Water	1,500	95.22	365.94	24.40	1,134.06	225.52
30-501.03-09-00 Trash Hauling	400	0.00	0.00	0.00	400.00	160.00
TOTAL UTILITIES	47,900	2,853.04	8,665.99	18.09	39,234.01	11,644.13
<u>CAPITAL EXPENDITURES</u>						
30-501.04-31-00 Equipment & Machinery	0	6,056.40	36,025.90	0.00	36,025.90	0.00
30-501.04-51-00 Sewer Plant Improvements	75,900	0.00	0.00	0.00	75,900.00	0.00
TOTAL CAPITAL EXPENDITURES	75,900	6,056.40	36,025.90	47.46	39,874.10	0.00
<u>OTHER PURCHASES</u>						
30-501.05-01-00 Office Supplies	150	0.00	0.00	0.00	150.00	0.00
30-501.05-02-00 Postage	7,000	0.00	2,803.10	40.04	4,196.90	2,998.42
30-501.05-04-00 Printing	2,000	0.00	59.50	2.98	1,940.50	59.50
30-501.05-06-00 Delinquencies	100	0.00	313.50	313.50	213.50	256.50
TOTAL OTHER PURCHASES	9,250	0.00	3,176.10	34.34	6,073.90	3,314.42
<u>MAINTENANCE</u>						
30-501.06-01-00 Building Main & Repair	20,000	9,377.50	10,040.40	50.20	9,959.60	623.40
30-501.06-12-00 Pump Stations Maintenance	20,000	667.50	3,994.57	19.97	16,005.43	9,057.02
30-501.06-21-00 Vehicle Repair & Maintenance	250	0.00	0.00	0.00	250.00	75.98
30-501.06-21-02 Tractor/Lawn Mowing Equipment	1,500	0.00	0.00	0.00	1,500.00	0.00
30-501.06-22-00 Vehicle Gas & Oil	1,200	72.46	145.89	12.16	1,054.11	129.76
30-501.06-22-01 Equipment Gas & Oil	1,500	8.62	8.62	0.57	1,491.38	0.00
30-501.06-42-00 Line Maintenance	750,800	8,296.50	81,039.00	10.79	669,761.00	11,700.00
TOTAL MAINTENANCE	795,250	18,422.58	95,228.48	11.97	700,021.52	21,586.16
<u>CITY SERVICES</u>						
30-501.07-34-00 Line Repairs	30,000	2,374.50	4,574.79	15.25	25,425.21	1,800.00
30-501.07-42-00 One Call Utility Location	2,000	0.00	85.00	4.25	1,915.00	85.00
30-501.07-82-00 KC Water Department	32,000	7,744.24	15,774.16	49.29	16,225.84	7,471.38
30-501.07-83-00 Platte Co Regional Sewer	17,600	4,439.66	4,439.66	25.23	13,160.34	0.00
30-501.07-91-00 Odor Control	24,000	9,661.69	9,661.69	40.26	14,338.31	9,377.77
TOTAL CITY SERVICES	105,600	24,220.09	34,535.30	32.70	71,064.70	18,734.15

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

30 -Sewer Service Fund

ADMINISTRATIVE

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>PROFESSIONAL FEES</u>						
30-501.08-03-00 Engineering Fees	16,000	2,464.00	3,734.50	23.34	12,265.50	1,950.00
30-501.08-04-00 Management Contract	305,712	25,476.00	101,904.00	33.33	203,808.00	101,502.00
30-501.08-06-00 Administration Fee	280,000	23,333.33	93,333.32	33.33	186,666.68	76,666.64
30-501.08-07-00 Credit Card Fees	8,000	797.11	3,170.86	39.64	4,829.14	2,529.26
30-501.08-08-00 Sewer Billing Refunds	500	0.00	822.36	164.47 (	322.36)	0.00
TOTAL PROFESSIONAL FEES	610,212	52,070.44	202,965.04	33.26	407,246.96	182,647.90
<u>OTHER EXPENDITURES</u>						
30-501.09-21-00 Miscellaneous	1,500	0.00	0.00	0.00	1,500.00	303.67
30-501.09-22-00 DNR Fees	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL OTHER EXPENDITURES	3,500	0.00	0.00	0.00	3,500.00	303.67
<u>BOND/LEASE PAYMENTS</u>						
<u>SYSTEM RENEWAL PROJECT</u>						
30-501.12-11-00 SRF Principal-Transfer t	160,000	13,333.33	53,333.32	33.33	106,666.68	53,333.32
30-501.12-11-01 SRF Interest-Transfer to	16,000	1,042.38	4,169.52	26.06	11,830.48	5,333.56
30-501.12-11-02 SRF Admin Fee-Transfer t	5,862	0.00	0.00	0.00	5,862.00	5,558.59
TOTAL SYSTEM RENEWAL PROJECT	181,862	14,375.71	57,502.84	31.62	124,359.16	64,225.47
<u>TRANSFERS-OTHER SOURCES</u>						
TOTAL ADMINISTRATIVE	1,860,101	118,266.85	445,777.09	23.97	1,414,323.91	311,113.82
TOTAL EXPENDITURES	1,860,101	118,266.85	445,777.09	23.97	1,414,323.91	311,113.82
=====						
EXCESS REVENUES OVER/(UNDER) EXPENDITURE (	68,956) (	13,467.58)	60,326.55		0.00	231,863.75

Transportation Fund (40)

Last Updated 5/14/20

	2014 Actual	2015 Actual	2016 Actual	2017 Budget	2017 YTD	2017 Projected	2018 YTD	2018 Projected	2019 Budget	2019 YTD	2020 Budget	2020 YTD	2019 Projected	2020 Projected	2021 Projected	2022 Projected	2023 Projected
<i>Beginning Fund Balance</i>	\$ 162,682	\$ 327,997	\$ 231,767	\$ 185,352	\$ 235,670	\$ 235,782	\$ 382,384	\$ 382,384		\$ 325,255	\$ 180,663	\$ 180,663	\$ 431,066	\$ 373,936	\$ 275,120	\$ 108,957	\$ 66,742
Revenues																	
Parkville Special Road District	124,328	128,588	134,675	134,000	140,072	134,000	141,814	138,050	145,674	159,097	162,279	157,727	138,050	140,121	142,223	144,356	146,521
City Transportation Sales Tax	438,160	456,397	472,771	472,000	459,755	472,000	481,312	486,266	490,135	493,452	520,557	163,077	486,266	493,560	500,964	508,478	516,105
Motor Fuel Tax	143,352	146,671	147,908	145,000	149,904	145,000	149,150	149,383	150,000	150,406	150,000	47,952	149,383	151,623	153,898	156,206	158,549
County Transportation Sales Tax	178,948	194,587	239,661	240,000	211,237	240,000	231,017	247,254	233,157	229,619	234,212	114,172	247,254	250,963	254,727	258,548	262,426
Project Cost Share	18,125	2,300	11,525	5,304	2,642	5,304	30,000	145,700	3,400	7,550	-	-	145,700	145,700	5,304	5,304	5,304
Sale of Equipment	8,275	11,075	-	25,500	-	25,500	-	7,500	-	-	-	-	7,500	7,500	7,500	7,500	7,500
Transportation Grants			-								13,000			966,112			
Bond Proceeds			-	2,279,112	1,047,335	2,279,112	-	-	-	-	-	-					
City Capital Cost Payments	4,300		-								7,500						
Leased Properties			5,880				5,880			-	-	-					
Transportation Fund Revenues:	915,488	939,617	1,012,420	3,300,916	2,010,945	3,300,916	1,039,174	1,174,153	1,022,366	1,040,124	1,087,548	482,928	1,174,153	2,155,579	1,064,615	1,080,392	1,096,406
Total Sources:	1,078,170	1,267,614	1,244,187	3,486,268	2,246,615	3,536,698	1,421,558	1,556,537	1,022,366	1,365,379	1,268,211	663,591	1,605,219	2,529,516	1,339,736	1,189,349	1,163,149
Expenditures																	
Streets - Capital	81,966	455,696	508,302	2,536,112	1,262,833	2,536,112	703,119	296,000	1,335,858	327,689	425,000	38,414	296,000	303,000	315,000	322,000	487,000
Streets - Operating	313,207	335,150	310,103	383,000	388,814	383,000	385,606	394,576	402,000	401,803	419,000	122,418	394,576	400,495	406,502	412,600	418,789
Transfers (including debt service)	355,000	245,000	190,000	225,000	225,000	235,202	415,465	540,706	400,375	400,375	388,140	129,380	540,706	1,550,900	509,277	388,007	175,000
Transportation Fund Expenditures:	750,173	1,035,846	1,008,405	3,144,112	1,876,647	3,154,314	1,504,189	1,231,282	2,138,233	1,129,867	1,232,140	290,212	1,231,282	2,254,395	1,230,779	1,122,607	1,080,789
Estimated Ending Balance (deficit) :	327,997	231,767	235,782	342,156	369,968	382,384	(82,632)	325,255	(1,115,867)	235,512	36,071	373,379	373,936	275,120	108,957	66,742	82,360

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

40 -Transportation Fund

FINANCIAL SUMMARY

33.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>REVENUE SUMMARY</u>						
TAXES	162,279	0.00	157,726.68	97.19	4,552.32	156,993.63
SALES TAXES	904,769	164,538.11	325,201.59	35.94	579,567.41	224,631.12
MISCELLANEOUS REVENUE	<u>20,500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,500.00</u>	<u>0.00</u>
TOTAL REVENUES	1,087,548	164,538.11	482,928.27	44.41	604,619.73	381,624.75
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
STREET DEPARTMENT	844,000	64,630.24	160,831.96	19.06	683,168.04	146,218.00
TRANSFERS	<u>388,140</u>	<u>32,344.99</u>	<u>129,379.96</u>	<u>33.33</u>	<u>258,760.04</u>	<u>133,458.28</u>
TOTAL EXPENDITURES	1,232,140	96,975.23	290,211.92	23.55	941,928.08	279,676.28
	=====	=====	=====	=====	=====	=====
EXCESS REVENUES OVER/(UNDER) EXPENDITURE(	144,592)	67,562.88	192,716.35	(	337,308.35)	101,948.47

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

40 -Transportation Fund

FINANCIAL SUMMARY

33.33% OF FISCAL YEAR COMPLETED

REVENUES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>TAXES</u>						
40-41006-00 Parkville Special Rd Distric	162,279	0.00	157,726.68	97.19	4,552.32	156,993.63
TOTAL TAXES	162,279	0.00	157,726.68	97.19	4,552.32	156,993.63
<u>SALES TAXES</u>						
40-41404-00 City Transportation Sales Ta	520,557	38,857.76	163,076.88	31.33	357,480.12	177,733.75
40-41405-00 Motor Fuel Tax	150,000	11,508.12	47,952.48	31.97	102,047.52	46,897.37
40-41406-00 County Trans Sales Tax	234,212	114,172.23	114,172.23	48.75	120,039.77	0.00
TOTAL SALES TAXES	904,769	164,538.11	325,201.59	35.94	579,567.41	224,631.12
<u>OTHER REVENUE</u>						
<u>INTEREST INCOME</u>						
<u>MISCELLANEOUS REVENUE</u>						
40-41804-01 POTMCID Grants	13,000	0.00	0.00	0.00	13,000.00	0.00
40-41805-02 City Capital Cost Payments	7,500	0.00	0.00	0.00	7,500.00	0.00
TOTAL MISCELLANEOUS REVENUE	20,500	0.00	0.00	0.00	20,500.00	0.00
<u>TRANSFERS IN</u>						
<u>TRANSFERS</u>						
TOTAL REVENUE	1,087,548	164,538.11	482,928.27	44.41	604,619.73	381,624.75
	=====	=====	=====	=====	=====	=====

CITY OF PARKVILLE
REVENUE AND EXPENSE REPORT
AS OF: APRIL 30TH, 202040 -Transportation Fund
ADMINISTRATION
EXPENDITURES

33.33% OF FISCAL YEAR COMPLETED

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>INSURANCE</u>						
<u>CAPITAL EXPENDITURES</u>						
<u>BOND/LEASE PAYMENTS</u>						

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

40 -Transportation Fund

STREET DEPARTMENT

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>CAPITAL EXPENDITURES</u>						
40-520.04-71-00 Street Programs	0	0.00	0.00	0.00	0.00	7,658.75
40-520.04-81-00 Crack Seal Project	10,000	0.00	0.00	0.00	10,000.00	0.00
40-520.04-83-00 Street Striping	10,000	0.00	0.00	0.00	10,000.00	0.00
40-520.04-85-00 Asphalt Overlay Program	285,000	8,150.00	8,150.00	2.86	276,850.00	0.00
40-520.04-85-01 Equipment	70,000	0.00	30,263.52	43.23	39,736.48	29,720.36
40-520.04-90-00 Curb & Sidewalk Program	50,000	0.00	0.00	0.00	50,000.00	0.00
TOTAL CAPITAL EXPENDITURES	425,000	8,150.00	38,413.52	9.04	386,886.48	37,379.11
<u>MAINTENANCE</u>						
40-520.06-01-00 Building Maintenance & R	5,000	127.50	579.42	11.59	4,420.58	552.33
40-520.06-21-00 Vehicle & Equipment Main	10,500	159.56	2,295.67	21.86	8,204.33	3,458.66
40-520.06-22-00 Vehicle & Equipment Gas	25,000	732.47	6,543.32	26.17	18,456.68	8,082.77
TOTAL MAINTENANCE	40,500	1,019.53	9,418.41	23.26	31,081.59	12,093.76
<u>CITY SERVICES</u>						
40-520.07-20-00 Emergency Snow Removal	50,000	0.00	32,505.85	65.01	17,494.15	31,239.33
40-520.07-32-00 Storm Sewers - General R	5,000	0.00	0.00	0.00	5,000.00	0.00
40-520.07-33-00 Street Repair Materials	15,000	167.86	665.61	4.44	14,334.39	719.94
40-520.07-41-00 Street Lights - Electric	260,000	43,435.73	64,645.51	24.86	195,354.49	64,755.86
40-520.07-44-00 Street Signs	20,000	3,778.62	7,104.56	35.52	12,895.44	0.00
40-520.07-45-00 Street Sweeping	18,000	8,078.50	8,078.50	44.88	9,921.50	0.00
40-520.07-52-00 Tree Trimming & Removal	7,500	0.00	0.00	0.00	7,500.00	30.00
40-520.07-60-00 Rental Equipment	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL CITY SERVICES	377,500	55,460.71	113,000.03	29.93	264,499.97	96,745.13
<u>OTHER EXPENDITURES</u>						
40-520.09-21-00 Miscellaneous	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL OTHER EXPENDITURES	1,000	0.00	0.00	0.00	1,000.00	0.00
TOTAL STREET DEPARTMENT	844,000	64,630.24	160,831.96	19.06	683,168.04	146,218.00

REVENUE AND EXPENSE REPORT

AS OF: APRIL 30TH, 2020

40 -Transportation Fund

TRANSFERS

33.33% OF FISCAL YEAR COMPLETED

EXPENDITURES

	ANNUAL BUDGET	PERIOD TO DATE ACTUAL	YEAR TO DATE ACTUAL	% USED	BUDGET BALANCE	PRIOR FY YEAR TO DATE
<u>TRANSFERS-OTHER SOURCES</u>						
40-550.20-10-00 Transfer to General Fund	175,000	14,583.33	58,333.32	33.33	116,666.68	61,666.64
40-550.20-22-00 Tfr to Debt Svc Fund -20	213,140	17,761.66	71,046.64	33.33	142,093.36	71,791.64
TOTAL TRANSFERS-OTHER SOURCES	388,140	32,344.99	129,379.96	33.33	258,760.04	133,458.28
 TOTAL TRANSFERS	388,140	32,344.99	129,379.96	33.33	258,760.04	133,458.28
 TOTAL EXPENDITURES	1,232,140	96,975.23	290,211.92	23.55	941,928.08	279,676.28
	=====	=====	=====	=====	=====	=====
 EXCESS REVENUES OVER/(UNDER) EXPENDITURE(	144,592)	67,562.88	192,716.35		0.00	101,948.47

BALANCE SHEET

AS OF: APRIL 30TH, 2020

10 -General Fund

ACCOUNT# TITLE

ASSETS

=====

10901 Petty Cash (Admin)	181.31	
10911 Petty Cash (Court)	150.00	
10952 Court Bnk Acct-Internet Pymts	100.00	
12000 General Fund Claim on Cash	1,671,412.60	
15000 Receivables - General	54.29	
15004 Franchise Tax Receivables	106,792.69	
15006 Sales Tax Receivables	157,072.26	
15007 Motor Vehicle Tax Receivables	5,399.36	
18000 Prepaid Insurance	90,630.22	
18001 Prepaid - Other	714.63	
		2,032,507.36

TOTAL ASSETS

2,032,507.36

=====

LIABILITIES

=====

20023 Dental W/H	1,004.14	
20028 Vision Care Withholding	(45.22)	
20041 KC Earning Tax W/H	7,379.94	
20070 Vol. Employee Fund W/H	791.47	
22001 AP Pending (Due to Pooled)	6,600.22	
22002 Wages Payable	86,524.22	
22501 FLEX Plan Payable	(932.49)	
22600 COBRA Liability	1,539.59	
25000 Accounts Payable	59,715.25	
TOTAL LIABILITIES		162,577.12

EQUITY

=====

30001 Fund Balance	1,747,027.21	
TOTAL BEGINNING EQUITY	1,747,027.21	
TOTAL REVENUE	2,279,646.40	
TOTAL EXPENSES	2,156,743.37	
TOTAL SURPLUS/(DEFICIT)	122,903.03	
TOTAL EQUITY & SURPLUS/(DEFICIT)	1,869,930.24	
TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT		2,032,507.36
		=====

BALANCE SHEET

AS OF: APRIL 30TH, 2020

21 -River Park Bond Retirement

ACCOUNT# TITLE

ASSETS

=====

11002 River Prk Dev Bank Acct-	2,654.09	
12000 Claim on Cash	(3,737.29)	
15003 LT Receivables	(185,325.77)	
		(186,408.97)

TOTAL ASSETS	(186,408.97)
--------------	---------------

LIABILITIES

=====

21000 Deferred Revenue-Current	(19,770.77)	
21001 LT Deferred Revenue	(165,555.00)	
		(185,325.77)

EQUITY

=====

30001 FUND BALANCE	159,016.12	
TOTAL BEGINNING EQUITY	159,016.12	
TOTAL REVENUE	160,091.41	
TOTAL EXPENSES	320,190.73	
TOTAL SURPLUS/(DEFICIT)	(160,099.32)	
TOTAL EQUITY & SURPLUS/(DEFICIT)	(1,083.20)	
TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT	(186,408.97)	

BALANCE SHEET

AS OF: APRIL 30TH, 2020

22 -Capital Project Bonds

ACCOUNT# TITLE

ASSETS

=====

11002 Cash	74,750.93
14010 Lease Revenue Fund	0.48
14012 Reserve Fund	0.03
	74,751.44

TOTAL ASSETS

74,751.44

=====

LIABILITIES

=====

EQUITY

=====

30001 Fund Balance	34,451.77
TOTAL BEGINNING EQUITY	34,451.77
TOTAL REVENUE	428,949.46
TOTAL EXPENSES	388,649.79
TOTAL SURPLUS/(DEFICIT)	40,299.67
TOTAL EQUITY & SURPLUS/(DEFICIT)	74,751.44

TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT

74,751.44

=====

BALANCE SHEET

AS OF: APRIL 30TH, 2020

23 -Brush Creek NID

ACCOUNT# TITLE

ASSETS

=====

12000 Claim on Cash	93,317.85	
14011 Debt Service Fund	59.82	
14012 Debt Service Reserve Fund	403,303.28	
15003 LT Receivables	2,440,530.24	
		2,937,211.19

TOTAL ASSETS		2,937,211.19
--------------	--	--------------

=====

LIABILITIES

=====

21000 Deferred Revenue	(8,845.76)	
21001 LT Deferred Revenue	2,449,376.00	
TOTAL LIABILITIES		2,440,530.24

EQUITY

=====

30001 Fund Balance	405,600.00	
30002 Fund Balance-Maintenance Fund	7,599.82	
TOTAL BEGINNING EQUITY	413,199.82	
TOTAL REVENUE	397,429.18	
TOTAL EXPENSES	313,948.05	
TOTAL SURPLUS/(DEFICIT)	83,481.13	
TOTAL EQUITY & SURPLUS/(DEFICIT)		496,680.95

TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT		2,937,211.19
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BALANCE SHEET

AS OF: APRIL 30TH, 2020

24 -Brink Meyer Road NID

ACCOUNT# TITLE

ASSETS

=====

12000 Claim on Cash	69,407.71	
14011 Brink Myer Note Fund (D S F)	293,995.83	
14012 Brink Meyer Bond Fund	39.13	
15003 LT Receivables	(305,000.00)	
		58,442.67

TOTAL ASSETS

58,442.67

LIABILITIES

=====

21001 LT Deferred Revenue	(305,000.00)	
TOTAL LIABILITIES	(305,000.00)	

EQUITY

=====

30001 Fund Balance	295,852.04	
30002 Fund Balance-Maintenance Fund	1,625.04	
TOTAL BEGINNING EQUITY	297,477.08	
TOTAL REVENUE	288,492.29	
TOTAL EXPENSES	222,526.70	
TOTAL SURPLUS/(DEFICIT)	65,965.59	
TOTAL EQUITY & SURPLUS/(DEFICIT)	363,442.67	

TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT

58,442.67

=====

BALANCE SHEET

AS OF: APRIL 30TH, 2020

30 -Sewer Service Fund

ACCOUNT# TITLE

ASSETS

=====

11002 Sewer Fund Cash in Bank	5,289.37	
11003 Cash	635,271.89	
11005 MM Bank Lib	223,960.02	
12000 Sewer Service Claim on Cash	77,830.56	
15000 Receivables	212,278.34	
17001 Property, Plant, Equipment	5,503,734.00	
17002 Land	59,975.00	
17003 Infrastructure	3,709,528.00	
17005 Accumulated Depreciation	(5,162,692.50)	
17014 Equipment	320,659.11	
18000 Prepaid Insurance	39.67	
	5,585,873.46	

TOTAL ASSETS

5,585,873.46

=====

LIABILITIES

=====

20041 KC Earning Tax W/H	46.99	
20070 Vol. Employee Fund	74.83	
22001 AP Pending (Due to Pooled)	5,558.59	
22002 Wages Payable	1,305.60	
25005 Accrued Liabilities	43,536.37	
26000 Customer Deposits	13,485.00	
TOTAL LIABILITIES	64,007.38	

EQUITY

=====

30001 Fund Balance	5,461,539.53	
TOTAL BEGINNING EQUITY	5,461,539.53	
TOTAL REVENUE	506,103.64	
TOTAL EXPENSES	445,777.09	
TOTAL SURPLUS/(DEFICIT)	60,326.55	
TOTAL EQUITY & SURPLUS/(DEFICIT)	5,521,866.08	
TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT	5,585,873.46	

=====

BALANCE SHEET

AS OF: APRIL 30TH, 2020

34 -SRF Fund

ACCOUNT# TITLE

ASSETS

12005 UMB Principal Payments Res Acc	53,491.73	
12006 UMB SRF Interest Payment Res A	3,940.02	
		57,431.75
TOTAL ASSETS		57,431.75

LIABILITIES

24000 Long-Term Bonds Payable	695,000.00	
24001 Bond Issue Premium	31,675.00	
24012 Accrued Interest Payable	25,343.75	
TOTAL LIABILITIES		752,018.75

EQUITY

30001 Fund Balance	(742,500.68)	
TOTAL BEGINNING EQUITY	(742,500.68)	
TOTAL REVENUE	70,188.68	
TOTAL EXPENSES	22,275.00	
TOTAL SURPLUS/(DEFICIT)	47,913.68	
TOTAL EQUITY & SURPLUS/(DEFICIT)	(694,587.00)	
TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT		57,431.75

BALANCE SHEET

AS OF: APRIL 30TH, 2020

40 -Transportation Fund

ACCOUNT#	TITLE		
ASSETS			
=====			
11001	Cash-Project Acct	1,282,024.17	
12000	Claim on Cash	(136,297.51)	
15000	Receivables - General	12,269.16	
15004	Receivables-Sales Tax	75,628.54	
			1,233,624.36
			=====
	TOTAL ASSETS		1,233,624.36
			=====
LIABILITIES			
=====			
25005	Accrued Liabilities	46,478.38	
	TOTAL LIABILITIES	46,478.38	
			=====
EQUITY			
=====			
30001	Fund Balance	994,429.63	
	TOTAL BEGINNING EQUITY	994,429.63	
	TOTAL REVENUE	482,928.27	
	TOTAL EXPENSES	290,211.92	
	TOTAL SURPLUS/(DEFICIT)	192,716.35	
	TOTAL EQUITY & SURPLUS/(DEFICIT)	1,187,145.98	
			=====
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT		1,233,624.36
			=====

RESERVED FUND SUMMARY

AS OF: APRIL 30TH, 2020

	This Month		Cumulative		Fund
	Income	Expenses	Income	Expenses	Balance
41 -Park Sales Tax Fund	48,612.43	0.00	186,095.18	40,000.00	185,640.47
45 -Fewson Project Fund	27.49	9.00	1,256.64	33.00	584,855.04
46 -Guest Room Tax Fund	0.00	0.00	683.75	0.00	3,073.90
50 -Emergency Reserve Fund	8,333.33	0.00	33,333.32	0.00	1,265,441.85
60 -Nature Sanctuary Fund	75.44	260.00	304.53	260.00	75,503.24
63 -Park Donations	0.00	20,686.00	530.03	20,686.00	16,767.44
80 -Court Recoupment Fees	0.00	0.00	100.50	0.00	40,476.39
81 -Police Training Fees-LET	0.00	0.00	258.00	0.00	38,422.14
91 -TIF Development Fund	33,679.38	0.00	56,011.55	0.00	68,504.51
95 -Capital Projects Fund	0.00	5,680.00	400,000.00	142,370.87	214,299.83
TOTAL	90,728.07	26,635.00	678,573.50	203,349.87	2,492,984.81

*** END OF REPORT ***

RETURN A - MONTHLY RETURN OF OFFENSES KNOWN TO THE POLICE

1 CLASSIFICATION OF OFFENSES	2 OFFENSES REPORTED OR KNOWN TO POLICE (INCLUDING "UNFOUNDED" AND ATTEMPTS)	3 UNFOUNDED, I.E. FALSE OR BASELESS COMPLAINTS	4 NUMBER OF ACTUAL OFFENSES (COLUMN 2 MINUS COLUMN 3) (INCLUDE ATTEMPTS)	5 TOTAL OFFENSES CLEARED BY ARREST OR EXCEPTIONAL MEANS (INCLUDES COL. 6)	6 NUMBER OF CLEARANCES INVOLVING ONLY PERSONS UNDER 18 YEARS OF AGE
1. CRIMINAL HOMICIDE					
a. MURDER AND NONNEGLIGENT HOMICIDE (score at- tempts as aggravated assault if homicide reported, submit Supplemental Homicide Report	11			00	
b. MANSLAUGHTER BY NEGLIGENCE	12				
2. RAPE TOTAL	20			01	
a. Rape	21				
b. Attempts to Commit Rape	22				
c. Historical Rape	22				
3. ROBBERY TOTAL	30			0.3	
a. Firearm	31				
b. Knife or Cutting Instrument	32				
c. Other Dangerous Weapon	33				
d. Strong-Arm (Hands, Fists, Feet, Etc.)	34				
4. ASSAULT TOTAL	40	7	7	7	8
a. Firearm	41	1	1	1	1
b. Knife or Cutting Instrument	42				
c. Other Dangerous Weapon	43				
d. Hands, Fists, Feet, Etc. - Aggravated injury	44	3	3	3	3
e. Other Assaults - Simple, Not Aggravated	45	3	3	4	
5. BURGLARY TOTAL	50	1	1	2	
a. Forcible Entry	51				
b. Unlawful Entry - No Force	52	1	1		
c. Attempted Forcible Entry	53				
6. LARCENY - THEFT TOTAL (Except Motor Vehicle Theft)	60	27	27	27	17
7. MOTOR VEHICLE THEFT TOTAL	70	3	3	2	3
a. Autos	71	1	1	1	1
b. Trucks and Buses	72	2	2	1	1
c. Other Vehicles	73			1	
GRAND TOTAL	77	38	38	39	28

Prior 3yrs.
Average

January 2020

Month and Year of Report

thru
March 31, 2020

Parkville Police Department...

Agency and State

Mo0830100

Agency Identifier

7000.00

Population

May 4, 2020

Date

Craig Hubbell

Detective Sergeant

Prepared By

Title

Chief K. L. Chism

PROPERTY STOLEN BY CLASSIFICATION

CLASSIFICATION		NUMBER OF ACTUAL OFFENSES (COLUMN 4 Return A)	Monetary Value of Property Stolen
1. MURDER AND NONNEGLIGENT MANSLAUGHTER	12		
2. RAPE (TOTAL)	20		
3. ROBBERY			
(a) HIGHWAY (Streets, alleys, etc.)	31		
(b) COMMERCIAL HOUSE (except c, d and f)	32		
(c) GAS OR SERVICE STATION	33		
(d) CONVENIENCE STORE	34		
(e) RESIDENCE (anywhere on premises)	35		
(f) BANK	36		
(g) MISCELLANEOUS	37		
TOTAL ROBBERY	30		
5. BURGLARY - BREAKING AND ENTERING			
(a) RESIDENCE (dwelling)			
(1) NIGHT (6 p.m. - 6 a.m.)	51		
(2) DAY (6 a.m. - 6 p.m.)	52		
(3) UNKNOWN	53		
(b) NON-RESIDENCE (store, office, etc.)			
(1) NIGHT (6 p.m. - 6 a.m.)	54		
(2) DAY (6 a.m. - 6 p.m.)	55		
(3) UNKNOWN	56	1	85093
TOTAL BURGLARY	50	1	85093
6. LARCENY - THEFT (Except Motor Vehicle Theft)			
(a) \$200 AND OVER	61	8	8480
(b) \$50 TO \$200	62	7	579
(c) UNDER \$50	63	12	266
TOTAL LARCENY (Same as Item 6X)	60	27	9325
7. MOTOR VEHICLE THEFT (Including Alleged Joy Riding)	70	3	117742
GRAND TOTAL - ALL ITEMS	77	31	32 212160
<u>ADDITIONAL ANALYSIS OF LARCENY AND MOTOR VEHICLE THEFT</u>			
6X. NATURE OF LARCENIES UNDER ITEM 6			
(a) POCKET-PICKING	81		
(b) PURSE SNATCHING	82		
(c) SHOPLIFTING	83	14	14 931
(d) FROM MOTOR VEHICLE (except e)	84	3	1235
(e) MOTOR VEHICLE PARTS AND ACCESSORIES	85	2	445
(f) BICYCLES	86		
(g) FROM BUILDING (except c and h)	87	2	2 102
(h) FROM ANY COIN-OPERATED MACHINES (parking meters etc.)	88		
(i) ALL OTHERS	89	6	6612
TOTAL LARCENIES (Same as Item 6)	80	27	27 9325
7X. MOTOR VEHICLES RECOVERED			
(a) STOLEN LOCALLY AND RECOVERED LOCALLY	91	1	Prior 3yrs. Average
(b) STOLEN LOCALLY AND RECOVERED BY ANOTHER JURISDICTION	92		
(c) TOTAL LOCALLY STOLEN MOTOR VEHICLES RECOVERED (a & b)	90	1	
(d) STOLEN IN OTHER JURISDICTION AND RECOVERED LOCALLY	93		

January 1 thru March 31, 2020

**CITY OF PARKVILLE
Policy Report**

Date: May 15, 2020

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Reappoint Russ Downing to the Board of Zoning Adjustment through May 2025

BACKGROUND:

Parkville Municipal Code Section 110.140 states the Mayor, with the consent of the Board of Aldermen, shall make appointments to City commissions, committees and boards. The Board of Zoning Adjustment was created under the provisions of RSMo Chapter 89. The most recent iteration of the Board of Zoning Adjustment was created by Ordinance No. 2566 in January 2011. Membership consists of five members who serve five-year terms and three alternates with no term limit who serve in the absence of a member.

Russ Downing was originally appointed in 2011. This will be his third consecutive term.

BUDGET IMPACT:

There is no impact to the budget.

ALTERNATIVES:

1. Accept the Mayor's nomination.
2. Reject the Mayor's nomination and request an alternative nomination.
3. Postpone action.

FINANCE COMMITTEE RECOMMENDATION:

This item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff does not make recommendations on appointments.

POLICY:

Parkville Municipal Code Section 110.140 states the Mayor, with consent and approval of the Board of Aldermen, shall make appointments to City commissions, committees and boards.

SUGGESTED MOTION:

I move to reappoint Russ Downing to the Board of Zoning Adjustment through May 2025.

ATTACHMENTS:

None

ITEM 3.F.

For 5/19/2020

Board of Aldermen Meeting

**CITY OF PARKVILLE
Policy Report**

Date: May 15, 2020

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Reappoint Neil Davidson and Susan Robb to the Community Land and Recreation Board through May 2023

BACKGROUND:

Parkville Municipal Code Section 110.140 states the Mayor, with the consent of the Board of Aldermen, shall make appointments to City commissions, committees and boards. The Community Land & Recreation Board (CLARB) was created by Ordinance No. 2179 on February 5, 2005, and consists of 9 members.

Mayor Johnston confirmed that Neil Davidson and Susan Robb wish to be reappointed to another three-year term. Neil Davidson was originally appointed in 2013 and this will be his third consecutive, three-year term. Susan Robb was originally appointed in 2014 and this will be her third consecutive, three-year term.

BUDGET IMPACT:

There is no impact to the budget.

ALTERNATIVES:

1. Accept the Mayor's nomination by voice vote.
2. Reject the Mayor's nomination and request alternative nominations.
3. Postpone action.

FINANCE COMMITTEE RECOMMENDATION:

This item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff does not make recommendations on appointments.

POLICY:

Parkville Municipal Code Section 110.140 states the Mayor, with consent and approval of the Board of Aldermen, shall make appointments to City commissions, committees, and boards.

SUGGESTED MOTION:

I move to approve the reappointments of Neil Davidson and Susan Robb to the Community Land and

Recreation Board through May 2023.

ATTACHMENTS:

None

ITEM 3.G.

For 5/19/2020

Board of Aldermen Meeting

CITY OF PARKVILLE Policy Report

Date: May 15, 2020

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Reappoint Lance Loewenstein and Tara Bennett to the Industrial Development Authority through May 2023

BACKGROUND:

Parkville Municipal Code Section 110.140 states the Mayor, with the consent of the Board of Aldermen, shall make appointments to City commissions, committees and boards. The Industrial Development Authority (IDA) was created in 2007 by Resolution No. 07-01-07 and seven members were appointed by Resolution No. 07-02-07.

Mayor Johnston confirmed that Lance Loewenstein and Tara Bennett wish to be reappointed to another three-year term. Lance Loewenstein was originally appointed in 2017 and this will be his first full, three-year term. Tara Bennett was originally appointed in 2019 and this will be her first full, three-year term.

BUDGET IMPACT:

There is no impact to the budget.

ALTERNATIVES:

1. Approve the mayor's nomination.
2. Reject the mayor's recommendation and request alternative nominations.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

This item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff does not make recommendations on appointments.

POLICY:

Parkville Municipal Code Section 110.140 states the Mayor, with consent and approval of the Board of Aldermen, shall make appointments to City commissions, committees and boards.

SUGGESTED MOTION:

I move to reappoint Lance Loewenstein and Tara Bennett to the Industrial Development Authority

through May 2023.

ATTACHMENTS:

None

**CITY OF PARKVILLE
Policy Report**

Date: May 15, 2020

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Reappoint Walt Lane and Allyson Berberich to the Planning and Zoning Commission through May 2024

BACKGROUND:

Parkville Municipal Code Section 110.140 states the Mayor, with the consent of the Board of Aldermen, shall make appointments to City commissions, committees and boards. The Planning and Zoning Commission was created under the provisions of RSMo Chapter 89. Membership consists of nine members and each term is four years.

Mayor Johnston confirmed that Walt Lane and Allyson Berberich wish to be reappointed to another three-year term. Walt Lane was originally appointed in 2012 and this will be his second full, four-year term. Allyson Berberich was originally appointed in 2019 and this will be her first full, four-year term.

BUDGET IMPACT:

There is no impact to the budget.

ALTERNATIVES:

1. Accept the Mayor's nominations for reappointments to the Planning & Zoning Commission.
2. Reject the Mayor's nominations and request alternative nominations.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

This item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff does not make recommendations on appointments.

POLICY:

Parkville Municipal Code Section 110.140 states the Mayor, with consent and approval of the Board of Aldermen, shall make appointments to City commissions, committees and boards.

SUGGESTED MOTION:

I move to reappoint Walt Lane and Allyson Berberich to the Planning and Zoning Commission through May 2024.

ATTACHMENTS:

None

ITEM 3.I.

For 5/19/2020

Board of Aldermen Meeting

**CITY OF PARKVILLE
Policy Report**

Date: May 12, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Accept right-of-way and easements from Walnut Grove Cemetery and remit payments associated with the Route 9 improvements from Highway 45 to Lakeview Drive

BACKGROUND:

City staff has been working with George Butler Associates on the design for improvements to Route 9 from Highway 45 to Lakeview Drive. After completion of the right-of-way plans, the City received a notice from the Missouri Department of Transportation that the acquisition for the Route 9 improvements could begin. With the completion of the final plans, the design engineer has determined the required right-of-way, drainage easements, wall easements, utility easements and temporary construction easements needed to construct the improvements.

On October 16, 2018, the Board of Aldermen approved an on-call appraisal services agreement with Bliss Associates. A work authorization for the real estate appraisal services and negotiation services for the Route 9 Improvements project was approved on April 2, 2019. A work authorization for the real estate negotiations was approved on May 7, 2019. On June 18, 2019, the Board of Aldermen approved a contract with Right of Way Associates for the third-party review services of the real estate appraisals, in accordance with grant funding requirements.

The real estate appraisals are for each of the properties along this Route 9 project area. The appraisals were reviewed and approved by the third party review and are based on fair market value of the property.

On September 17, 2019, the Board of Aldermen adopted an ordinance for acquiring property for public improvements; it also authorized the City Administrator or his designee to negotiate with the property owners.

The paperwork for the Walnut Grove Cemetery property has been fully executed. The payment for the Temporary Construction Easement for Tract 34 is \$300.

BUDGET IMPACT:

There will be a cost to record the easements with the Platte County Recorder of Deeds. There is capacity in the Projects Funds to cover the minimal cost for recording the easements.

ALTERNATIVES:

1. Approve the execution of the right-of-way and easements for the Route 9 Improvements.
2. Approve the execution of the right-of-way and easements, with changes as directed by the Board of Aldermen.
3. Do not approve the easements.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

This item did not require a recommendation from the Finance Committee.

STAFF RECOMMENDATION:

Staff recommends the Board of Aldermen accept the right-of-way and easements associated with the Route 9 Improvements from Highway 45 to Lakeview Drive.

POLICY:

The Board of Aldermen must approve the sale, purchase, lease or acceptance of all public land.

SUGGESTED MOTION:

I move to accept right-of-way and easements from Walnut Grove Cemetery and remit payment in the amount of \$300 associated with the Route 9 improvements from Highway 45 to Lakeview Drive.

ATTACHMENTS:

1. Walnut Grove Cemetery Easement
2. Payment Letter Tract 34

Title of Document: Temporary Construction Easement

Date of Document: May 11, 2020

Grantor: Walnut Grove Cemetery Association

Grantee: Parkville, Missouri

Mailing Address (Grantee): 8880 Clark Avenue, Parkville, Missouri

Legal description:

(TCE1)

Temporary Construction Easement over part of a Tract of land in the Southeast Quarter of Section 26, Township 51 North, Range 34 West of the 5th P.M., in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of said Southeast Quarter; thence South 00°04'17" East; along the West line of said Southeast Quarter, a distance of 499.98 feet; thence North 89°55'43" East, departing said West line, a distance of 1,426.52 feet, to the POINT OF BEGINNING, said point being on the Easterly Right-of-Way line of Route 9, as now established, said point also being a point on a non-tangent curve; thence Northeasterly, along said Easterly Right-of-Way line and along a curve to the left, whose initial tangent bearing is North 03°29'25" East, having a radius of 5,735.84 feet, and a central angle of 00°12'33", a distance of 20.94 feet; thence South 86°43'08" East, departing said Easterly Right-of-Way line, a distance of 15.00 feet; thence South 03°23'08" West, a distance of 21.00 feet; thence North 86°30'35" West, a distance of 15.00 feet, to the POINT OF BEGINNING, containing 314.46 square feet or 0.01 acres, more or less.

(TCE2)

Temporary Construction Easement over part of a Tract of land in the Southeast Quarter of Section 26, Township 51 North, Range 34 West of the 5th P.M., in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of said Southeast Quarter; thence South 00°04'17" East; along the West line of said Southeast Quarter, a distance of 629.94 feet; thence North 89°55'43" East, departing said West line, a distance of 1,416.95 feet, to the POINT OF BEGINNING, said point being on the Easterly Right-of-Way line of Route 9, as now established; thence South 85°12'29" East, a distance of 10.00 feet; thence South 05°13'07" West, a distance of 85.57 feet; thence South 23°10'05" East, a distance of 5.22 feet, to a point on the South line of a Tract of land recorded in a deed in Book 1276 at Page 49; thence North 89°40'21" West, along said South line, a distance of 12.57 feet, to a point on said Easterly Right-of-Way line, said point also being a point on a non-tangent curve; thence Northeasterly, along said Easterly Right-of-Way line and along a curve to the left, whose initial tangent bearing is North 05°42'09" East, having a radius of 5,735.84 feet, and a central angle of 00°54'38", a distance of 91.16 feet, to the POINT OF BEGINNING, containing 904.41 square feet or 0.02 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 11 day of May, 2020 by and between, Walnut Grove Cemetery Association, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

GRANTEE'S ADDRESS: 8800 Clark Avenue, Parkville, Missouri 64152

WITNESSETH: Grantor, in consideration of the sum of ONE AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION (\$1.00 & O.V.C.), to be paid by the City of Parkville, the receipt of which is hereby acknowledged, does by these presents convey, remise, release and quitclaim unto said party of the second part, the following described temporary construction easement in real estate in the County of Platte, State of Missouri, to wit:

Temporary Construction Easement:

See attached Exhibits A and B

Grantor agrees not to obstruct or interfere with Grantee's use and enjoyment of the easement area granted hereunder by any means, including, without limitation, obstructing or interfering with the operation, maintenance or access to the street, roadway, thoroughfare, storm sewers, underground pipe, manholes, catch basins, concrete drainage ways, open water ways, and all necessary appurtenances thereto, by erecting, or causing or allowing to be erected, any building or structure on said easement.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said party of the second part, its successors and assigns; the said parties of the first part hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed and that they have good right to convey the same.

Said right of entrance, occupation, construction, improvement and use of this easement area shall continue during construction and for six (6) months after completion and acceptance of the project but in no event shall this grant exceed a period of three (3) years from the start of construction.

IN WITNESS WHEREOF, the said Grantor executed the above the day and year first above written.

By: Paul A Gault

Paul Gault

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 14th day of May, 2020, appeared Paul Gault, managing member of Walnut Grove Cemetery Association, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Melissa McChesney
Notary Public



MELISSA MCCHESENEY
My Commission Expires
September 11, 2022
Clay County
Commission #14524621

My Commission Expires: 9-11-22

Exhibit A

Legal Description of Temporary Construction Easement

(TCE1)

Temporary Construction Easement over part of a Tract of land in the Southeast Quarter of Section 26, Township 51 North, Range 34 West of the 5th P.M., in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of said Southeast Quarter; thence South 00°04'17" East; along the West line of said Southeast Quarter, a distance of 499.98 feet; thence North 89°55'43" East, departing said West line, a distance of 1,426.52 feet, to the POINT OF BEGINNING, said point being on the Easterly Right-of-Way line of Route 9, as now established, said point also being a point on a non-tangent curve; thence Northeasterly, along said Easterly Right-of-Way line and along a curve to the left, whose initial tangent bearing is North 03°29'25" East, having a radius of 5,735.84 feet, and a central angle of 00°12'33", a distance of 20.94 feet; thence South 86°43'08" East, departing said Easterly Right-of-Way line, a distance of 15.00 feet; thence South 03°23'08" West, a distance of 21.00 feet; thence North 86°30'35" West, a distance of 15.00 feet, to the POINT OF BEGINNING, containing 314.46 square feet or 0.01 acres, more or less.

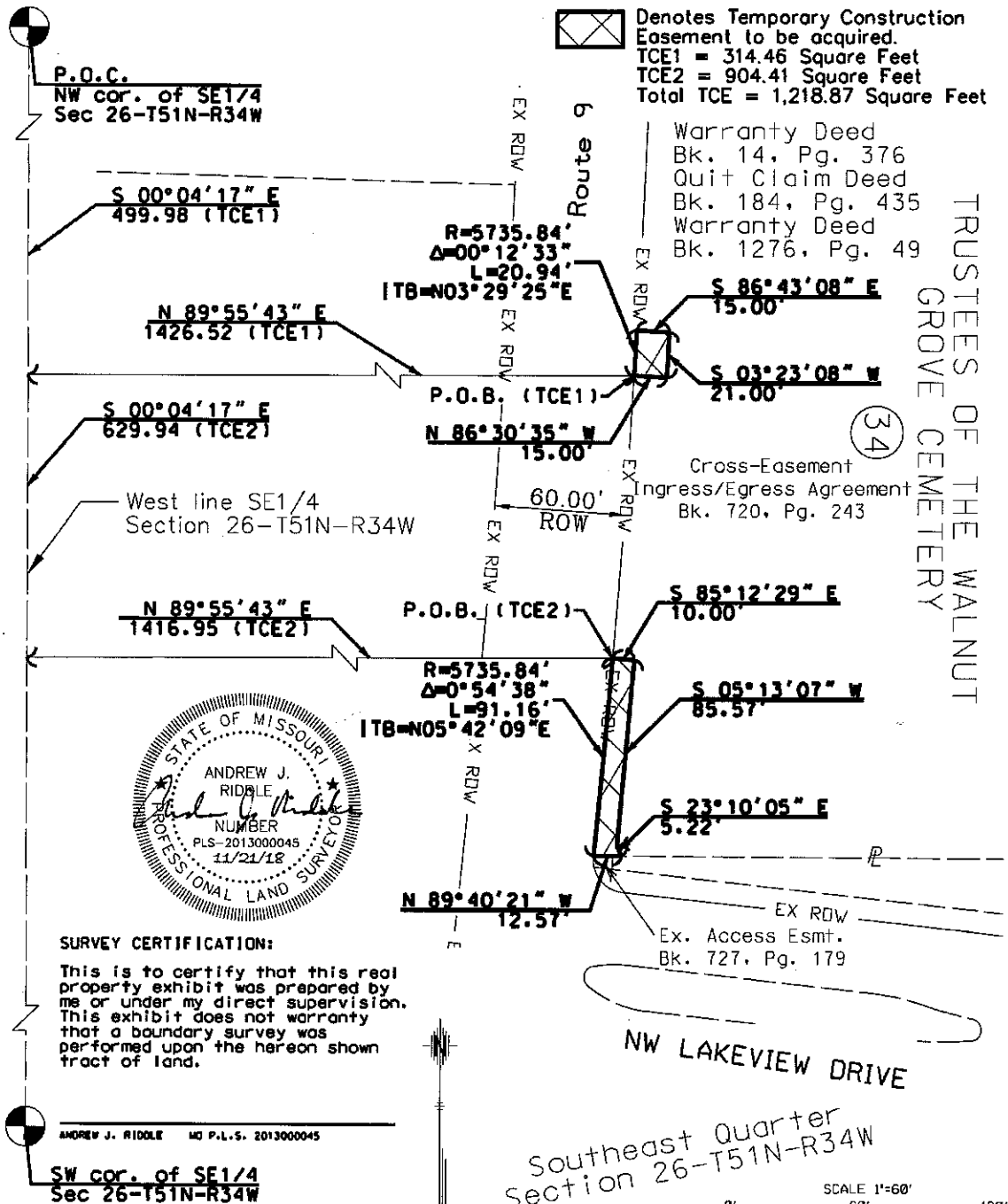
(TCE2)

Temporary Construction Easement over part of a Tract of land in the Southeast Quarter of Section 26, Township 51 North, Range 34 West of the 5th P.M., in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Northwest corner of said Southeast Quarter; thence South 00°04'17" East; along the West line of said Southeast Quarter, a distance of 629.94 feet; thence North 89°55'43" East, departing said West line, a distance of 1,416.95 feet, to the POINT OF BEGINNING, said point being on the Easterly Right-of-Way line of Route 9, as now established; thence South 85°12'29" East, a distance of 10.00 feet; thence South 05°13'07" West, a distance of 85.57 feet; thence South 23°10'05" East, a distance of 5.22 feet, to a point on the South line of a Tract of land recorded in a deed in Book 1276 at Page 49; thence North 89°40'21" West, along said South line, a distance of 12.57 feet, to a point on said Easterly Right-of-Way line, said point also being a point on a non-tangent curve; thence Northeasterly, along said Easterly Right-of-Way line and along a curve to the left, whose initial tangent bearing is North 05°42'09" East, having a radius of 5,735.84 feet, and a central angle of 00°54'38", a distance of 91.16 feet, to the POINT OF BEGINNING, containing 904.41 square feet or 0.02 acres, more or less.

Exhibit B

Map of Temporary Construction Easement



GBA
architects
engineers

9801 Renner Boulevard
Lenexa, Kansas 66219
913.492.0400
www.gbateam.com
ariddle@gbateam.com

© George Buller Associates, Inc. 2018 Professional Land Surveyor 000059

PROJECT NUMBER
13813.00

DATE
11/15/2018

Route 9 Improvements

Exhibit "A"
Temporary Construction Easement
Parkville, Platte Co., Missouri

SHEET NUMBER

2 OF 2
Tract 34

Payment Letter

MO Route 9 Improvements

May 13, 2020

Tract No.: 34

Treasurer: Mr. Paul Gault

Property Address: 5849-5875 MO-9 Highway
Parkville, Missouri 64152

Mailing Address Walnut Grove Cemetery Association
1312 Main Street
Parkville, Missouri 64152

Payment for:

1,218.87 sf Temporary Construction Easement	<u>\$300.00</u>
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TOTAL (rounded)	\$300.00
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ITEM 3.J.

For 5/19/2020

Board of Aldermen Meeting

**CITY OF PARKVILLE
Policy Report**

Date: May 5, 2020

Prepared By:

Anna Mitchell, Asst. to the City Administrator

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve accounts payable from May 1 to May 14, 2020

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from May 1, 2020 through May 14, 2020. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of City funds.

BUDGET IMPACT:

A total of \$232,515.93 of City funds will be appropriated to pay salaries and accounts.

ALTERNATIVES:

1. Approve the release of funds.
2. Deny the release of funds and provide further direction to City Administration.
3. Deny any portion of the release of funds and provide further direction to City Administration.

FINANCE COMMITTEE RECOMMENDATION:

This item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff recommends the release of funds as summarized in the attached statements.

POLICY:

All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of City funds.

SUGGESTED MOTION:

I move to appropriate \$232,515.93 of City funds to pay salaries and accounts.

ATTACHMENTS:

1. AP Report

PACKET: 06985 Federal Withholdings - 5/8/20

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00044	Park Bank							
	I-T1 202005084304	Federal Withholding	D	5/08/2020		7,938.26CR	000598	
	I-T3 202005084304	FICA W/H	D	5/08/2020		10,097.46CR	000598	
	I-T4 202005084304	Medicare W/H	D	5/08/2020		2,361.46CR	000598	20,397.18

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	20,397.18	20,397.18
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	20,397.18	20,397.18

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 06985 Federal Withholdings - 5/8/20

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	5/2020	20,397.18CR
ALL		20,397.18CR

PACKET: 06987 Regular Payments - May 19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00002	A & M Printing							
	I-61504	Print Forcemain Plans	R	5/19/2020		32.45CR	041270	32.45
02018	Ace ImageWear							
	I-0976409	Shop towels	R	5/19/2020		21.72CR	041271	
	I-0978223	Rags, towels, soap Maint shop	R	5/19/2020		62.83CR	041271	84.55
01307	Alan & Tracey Burns							
	I-Tract 9	Burns Rt 9 Easement	R	5/19/2020		2,000.00CR	041272	2,000.00
02658	Alfred Benesch & Company							
	I-157023	Foxhill Retaining Wall Study	R	5/19/2020		500.00CR	041273	500.00
00934	Allen's Water Service							
	I-1314	Water for Maint Shop	R	5/19/2020		375.00CR	041274	375.00
00593	Alliance Water Resources,							
	I-20590	Sewer Mgmt May 2020	R	5/19/2020		25,476.00CR	041275	25,476.00
02636	BBN Architects							
	I-March 2020	Pocket Park Concept Design	R	5/19/2020		3,196.00CR	041276	3,196.00
01371	Blue Valley Laboratories, Inc							
	I-46745	PAC Pond Operation check	R	5/19/2020		250.00CR	041277	250.00
00012	Carquest Auto Parts Store							
	I-4/30/2020	Carquest Auto Parts Store	R	5/19/2020		338.06CR	041278	338.06
02531	City Wide Maintenance							
	I-32001003889	May Janitorial	R	5/19/2020		450.00CR	041279	450.00
00156	Dave's Foreign Car Repair LLC							
	I-0141535	Oil Change V602 PD	R	5/19/2020		45.00CR	041280	45.00
02847	Dr. Craig Marshall, DDS							
	I-Tract 20	Marshall Rt 9 Easement	R	5/19/2020		3,200.00CR	041281	3,200.00
02175	eNet							
	I-6066	4/27/2020	R	5/19/2020		2,249.98CR	041282	
	I-6074	Backup Services Jan-May 2020	R	5/19/2020		1,180.00CR	041282	
	I-6093	January 2020 IT Services	R	5/19/2020		786.25CR	041282	4,216.23

PACKET: 06987 Regular Payments - May 19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01850	Fleet Services - General Account							
	I-65254387	Phillips Gas April 2020	R	5/19/2020		61.43CR	041283	61.43
01849	Fleet Services - Police							
	I-65293590	April 2020 Fuel Bill PD	R	5/19/2020		1,309.82CR	041284	1,309.82
01016	FTC Equipment							
	I-13690	River Hills Pump Maint	R	5/19/2020		350.00CR	041285	
	I-13709	Pincrest WWTP Pump Maint	R	5/19/2020		435.67CR	041285	785.67
02168	Gail Gene Derr							
	I-612997	Mowing old Parkville Cemetary	R	5/19/2020		627.00CR	041286	627.00
01485	George Butler Associates							
	I-58582	Rt 9 Improvements	R	5/19/2020		32,640.50CR	041287	32,640.50
00052	Glen & Jim's Complete Auto							
	I-154574	Oil change sewer truck	R	5/19/2020		76.70CR	041288	76.70
00496	Gunter Pest Management, Inc.							
	I-44849	Monthly pest control	R	5/19/2020		55.00CR	041289	55.00
02678	Happy Signs							
	I-021519	PLP Restroom trash signs	R	5/19/2020		38.97CR	041290	
	I-450630	Dog Park Distancing Signs	R	5/19/2020		124.95CR	041290	163.92
00088	Heritage Landscape							
	I-37618	Grigsby irrigation repair	R	5/19/2020		345.00CR	041291	345.00
02448	Hi-G Excavating LLC							
	I-Invoice #2	Grading and Tree removal WWTF	R	5/19/2020		10,777.50CR	041292	10,777.50
01394	Homestead Landscaping LLC							
	I-228079	Dirt - pulverized	R	5/19/2020		70.00CR	041293	70.00
02360	Jon Jordan							
	I-5/11	Tuition Reimbursement - JJ	R	5/19/2020		375.00CR	041294	375.00
01514	Kansas City Fence & Guardrail Corporation							
	I-5463	Dog Park fence repair	R	5/19/2020		640.00CR	041295	640.00
02021	KAT Wholesale Outdoor							
	I-SI-184564	Shrubs	R	5/19/2020		159.33CR	041296	
	I-SI-184737	Ozark gravel	R	5/19/2020		210.00CR	041296	
	I-SI185525	Gravel dog park	R	5/19/2020		108.00CR	041296	
	I-SI185949	gravel dog park	R	5/19/2020		108.00CR	041296	585.33

PACKET: 06987 Regular Payments - May 19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01097	Lippert Mechanical Service Corp							
	I-SI2065429	PD HVAC Fix	R	5/19/2020		645.37CR	041297	
	I-SI2065480	Quarterly Maint	R	5/19/2020		645.83CR	041297	1,291.20
02057	Lowe's Accounts Receivable							
	I-5/2/2020	Lowe's Accounts Receivable	R	5/19/2020		1,586.20CR	041298	1,586.20
00942	McKeever's Price Chopper							
	I-4/30/2020	McKeever's Price Chopper	R	5/19/2020		11.48CR	041299	11.48
02228	Metro Rolloff Container Services LLC							
	I-13073	Extra Cleanings	R	5/19/2020		225.00CR	041300	225.00
02691	Mid-Amer Research Chemical Corp							
	I-406418	Asphalt release chemical	R	5/19/2020		181.92CR	041301	181.92
00159	Missouri American Water							
	I-5/26/2020	1017-210011513174	R	5/19/2020		56.62CR	041302	56.62
01163	North Hills Engineering, Inc							
	I-2004	March 2020 Eng Serv on call	R	5/19/2020		11,011.00CR	041303	11,011.00
01582	Northland Sign & Decal Company							
	I-936	Door Decal for 2020 Truck	R	5/19/2020		155.00CR	041304	155.00
02517	NueSynergy, Inc							
	I-N32080	HSA FSA Admin Fees April	R	5/19/2020		119.25CR	041305	119.25
02842	Parkville Development 140, LLC							
	I-4/23 - 5/11	Reimbursable Costs	R	5/19/2020		12,448.19CR	041306	12,448.19
02848	Pinnacle Holdings Group							
	I-Tract 19	Pinnacle Rt9 Easements	R	5/19/2020		2,200.00CR	041307	2,200.00
01405	Platte County Recorder of Deeds							
	I-5/13/2020	Route 9 Easements	R	5/19/2020		108.00CR	041308	108.00
00107	Platte Rental & Supply							
	I-66437-1	Chains for Pole Saw	R	5/19/2020		35.98CR	041309	
	I-66622-1	Pole Saw Parts	R	5/19/2020		31.41CR	041309	67.39
01390	Riss Lake Homes Association							
	I-May 2020	Grinder Pump Trans May 2020	R	5/19/2020		25,050.87CR	041310	25,050.87

PACKET: 06987 Regular Payments - May 19

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02849	Sheryl Durand							
	I-00001	Contract Serv Sewer Billing	R	5/19/2020		490.00CR	041311	490.00
00154	T-Ray Specialties Inc.							
	I-39826	Trash bags/latex gloves	R	5/19/2020		177.10CR	041312	
	I-4/29/2020	Logo tshirts Streets Dept	R	5/19/2020		489.09CR	041312	
	I-5/6/2020	Tarps, sanitizer, dispensers	R	5/19/2020		346.06CR	041312	1,012.25
01099	Toshiba							
	I-5209098	Admin Copier March 2020	R	5/19/2020		158.84CR	041313	158.84
00153	Westlake Ace Hardware							
	I-2410692	Westlake Ace Hardware	R	5/19/2020		205.86CR	041314	205.86
02622	Wiedenmann, Inc							
	I-Invoice #3	Sanitary Sewer Repairs Program	R	5/19/2020		10,790.00CR	041315	10,790.00
02371	Williams & Campo, P.C.							
	I-51	CA Services April 2020	R	5/19/2020		5,618.00CR	041316	5,618.00

PACKET: 06987 Regular Payments - May 19

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01614	KCPL/EVERGY							
	I-49975100219273	2766883103	D	5/19/2020		40.43CR	000599	
	I-56361212007222	KCPL/EVERGY	D	5/19/2020		294.96CR	000599	
	I-59444103961861	KCPL/EVERGY	D	5/19/2020		1,140.23CR	000599	
	I-60958874145320	KCPL/EVERGY	D	5/19/2020		5,415.19CR	000599	
	I-81531826919276	KCPL/EVERGY	D	5/19/2020		1,445.06CR	000599	8,335.87
00160	Spire							
	I-5/6/2020	Spire	D	5/19/2020		103.59CR	000600	103.59
02522	Wex Bank PO BOX 6293							
	I-5/22/2020	Wex Bank PO BOX 6293	D	5/19/2020		1,309.82CR	000601	1,309.82

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	47	0.00	161,463.23	161,463.23
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	9,749.28	9,749.28
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	50	0.00	171,212.51	171,212.51

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 06987 Regular Payments - May 19

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	5/2020	41,214.45CR
30	5/2020	85,096.30CR
40	5/2020	1,557.26CR
41	5/2020	3,196.00CR
95	5/2020	40,148.50CR
=====		
ALL		171,212.51CR

**CITY OF PARKVILLE
Policy Report**

Date: May 18, 2020

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Reappoint Michael Sobba to the Tax Increment Financing Commission through May 2024

BACKGROUND:

Parkville Municipal Code Section 110.140 states the Mayor, with the consent of the Board of Aldermen, shall make appointments to City commissions, committees and boards. The Tax Increment Financing (TIF) Commission was created by Ordinance No. 1314 in July 1992 and amended by Ordinance No. 1924 in December 2000 to expand the number of members to 11.

The TIF Commission consists of 11 members, six of which are appointed by the Mayor with the consent of the Board of Aldermen. The remaining membership includes: 2 appointments by the Park Hill School District, two appointments by the chief elected officer of Platte County with consent of the governing body of Platte County and one member appointed by the affected taxing districts (other than the school district and the City) which levy ad valorem taxes with the area selected for a redevelopment project or area.

Mayor Johnston confirmed that Michael Sobba wishes to be reappointed to another four-year term. He was originally appointed in 2016. This will be his second full, four-year term.

BUDGET IMPACT:

There is no impact to the budget.

ALTERNATIVES:

1. Approve the reappointment to the TIF Commission.
2. Reject the Mayor's nomination and request an alternative nomination.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

This item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff does not make recommendations on appointments.

POLICY:

Parkville Municipal Code Section 110.140 states the Mayor, with consent and approval of the Board of

Aldermen, shall make appointments to City commissions, committees and boards.

SUGGESTED MOTION:

I move to reappoint Michael Sobba to the Tax Increment Financing Commission through May 2024.

ATTACHMENTS:

None

ITEM 4.A.

For 5/19/2020

Board of Aldermen Meeting

CITY OF PARKVILLE Policy Report

Date: May 13, 2020

Prepared By:

Joe Parente, City Administrator

Reviewed By:

Rick McConnell

ISSUE:

Approve a subordination agreement with Academy Bank for Townhome Tract M25 for the real estate purchase agreement with Parkville Development 70, LLC, for the Meadows at Creekside Project (Administration)

BACKGROUND:

As part of the real estate sale of City-owned land to the developer of the Meadows at Creekside, the City is the holder of a lien on the property. The Meadows at Creekside project developer has requested that the City execute a subordination agreement related to the land on which the townhomes are part of the project to be built. When the City initially sold the land to the developer in 2019, one of the requirements under the real estate contract was the execution of a second deed of trust, which in effect is a backup source of security for payment of CID special assessments on the property. The developer's lenders required that the City's mortgage be a "second" so that the lender's mortgage would have first/priority position.

On November 5, 2019, the City approved a subordination agreement with Academy Bank with respect to Tracts M1 through M24 of the Townhome Development. As part of that, the existing first deed of trust was terminated as to the land affected and the new lender deed of trust was put in place.

Excluded from the November 5, 2019 agreement was Tract M25, which was originally part of the Chapter 100 boundaries for the apartment project, but later modified to be removed from Chapter 100 it may be used for a Townhome building. Because this tract is still subject to the city's original deed of trust, Academy Bank is requesting that the city execute a Subordination Agreement for Tract M25.

For both the previous subordination agreement, and this one, the new lender requires that its deed of trust be in first position. Consequently, the City is being requested to execute the subordination agreement to put the existing City mortgage "behind" the new deed of trust. The net effect of all of this is that the City will be in the same position as it was before as to the affected property.

BUDGET IMPACT:

There is no direct budget impact as the result of the execution of the subordination agreement. Maintaining the second deed of trust provides a backup source of security while the city recovers funding from the Real Estate Development Agreement for the sale of land. Special assessments will

be collected on each apartment and single family dwelling in the Meadows at Creekside Community Improvement District (CID). The CID will make \$300,000 annual payments to the City for the land sale approved by the Board of Aldermen on March 5, 2019, and modified on February 4, 2020. The payments will continue until such time the City is paid \$4,800,000, including the two \$400,000 initial payments.

ALTERNATIVES:

1. Approve subordination agreement with Academy Bank.
2. Approve the agreement subject to stated conditions.
3. Deny the agreement.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

This item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:

Staff recommends approval of the subordination agreement with Academy Bank.

POLICY:

The Board of Aldermen must approve all agreements related to the sale, purchase, lease or acceptance of all public land.

SUGGESTED MOTION:

I move to approve subordination agreements with Academy Bank for Tract M25 of the Second Deed of Trust with Parkville Development 70, LLC.

ATTACHMENTS:

1. Subordination Agreement
2. Real Estate Agreement
3. First Amendment Real Estate Purchase Agreement

1. **Title of Document:** Subordination Agreement
2. **Date of Document:** May ___, 2020
3. **Grantor:** City of Parkville, Missouri
5. **Grantees:** Academy Bank, N.A.
6. **Statutory Mailing Address(es):** Grantor:
City of Parkville, Missouri
8880 Clark Ave.
Parkville, MO 64152

Grantee:
Academy Bank, N.A.
1111 Main Street, Suite
7. **Legal description:** M25, REPLAT OF LOT 34, M1 THROUGH M9, AND TRACT "A", MEADOWS AT CREEKSIDE, 1ST PLAT, A SUBDIVISION IN PARKVILLE, PLATTE COUNTY, MISSOURI.
8. **Reference Book and Page Nos:** **Book 1311, Page 203 (City Deed of Trust)**
Book ____, Page ____ (Senior Deed of Trust)

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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is made as of the ____ day of ____, 2020, by and among **CITY OF PARKVILLE, MISSOURI**, a Missouri municipality ("City"), having an address of 8880 Clark Ave., Parkville, Missouri 64152; **ACADEMY BANK, N.A.**, a ("Lender"), a National Association, having an address at _____.

RECITALS

A. The City is the holder of a lien on certain real property, including that property described on Exhibit A attached hereto and incorporated herein (the "Subject Property") pursuant to that certain deed of trust dated April 24, 2019, and recorded in Book 1311, Page 203 of the Platte County, Missouri real estate records (the "City Deed of Trust").

B. Lender is also the holder of a lien on the Subject Property pursuant to that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, recorded in Book ____, Page ____ of the Platte County, Missouri real estate records (the "Senior Deed of Trust").

C. Lender has requested that City subordinate the lien of the City Deed of Trust to the lien of the Senior Deed of Trust, on the terms and conditions set forth below.

AGREEMENT

In consideration of the foregoing and the covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree:

1. The City hereby consents to that loan secured by the Senior Deed of Trust.
2. The City agrees that the City Deed of Trust (and any judgment thereon or in connection therewith and any security interest or other lien related thereto encumbering the Subject Property) is and shall be subordinated and postponed in lien, operation, payment, and distribution, to the Senior Deed of Trust (and any judgment thereon or in connection therewith and any security interest or other lien related thereto encumbering the Subject Property) with the same force and effect as though the Senior Deed of Trust had been executed, delivered, and recorded prior to the execution, delivery, and recording of the City Deed of Trust.
3. The City agrees that the subordination in paragraph 1, above: (i) shall apply to all advances, whether obligatory or voluntary, secured by the Senior Deed of Trust, plus all interest, fees, charges, costs and expenses (including without limitation taxes, insurance premiums, and reasonable attorneys' fees and costs) due or to become due under the Loan; and (ii) shall not be

impaired, reduced, or affected by the taking of any other security or collateral by the Lender, or the release, surrender, or loss of any other security or collateral by the Lender, or the failure, neglect, or refusal by the Lender to enforce any other security or collateral. The City further agrees that the subordination in paragraph 1, above, shall extend to any renewal, extension, modification, or amendment of the indebtedness secured by the Senior Deed of Trust, and the City waives notice of any such renewal, extension, modification, or amendment.

4. Neither the failure nor any delay on the part of Lender to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof or give rise to an estoppel, nor be construed as an agreement to modify the terms of this Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then only to the extent specifically stated in such writing.

5. The parties acknowledge and agree that, except for the Senior Deed of Trust, it is not the intent of the parties that the City Deed of Trust be subordinated and postponed to any other liens, security interests, or other encumbrances on the Subject Property.

6. This Agreement integrates and supersedes all other agreements and understandings of every kind among the parties with regard to the subject matter hereof and comprises the entire agreement and understanding among the parties with respect to the subject matter of this Agreement.

7. This Agreement may not be amended or modified, except in writing duly executed by both parties. No waiver of any rights or obligations under this Agreement shall be deemed to have occurred unless in writing executed by the party against whom such waiver is asserted, and no waiver shall be deemed a waiver of any other or subsequent right or obligation.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement.

9. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri (without regard to the principles of conflicts of law).

[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

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

LENDER:

Academy Bank, N.A.

By: _____

Name: _____

Title: _____

STATE OF MISSOURI

SS:

COUNTY OF JACKSON

On this ____ day of May, 2020, before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged himself to be a Vice President of ACADEMY BANK, N.A., and that being authorized to do so as such officer executed the foregoing instrument for the purposes therein contained on behalf of said bank.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public

CITY:

CITY OF PARKVILLE, MISSOURI

By: _____

Name: _____

Title: _____

STATE OF MISSOURI

SS:

COUNTY OF PLATTE

On this ____ day of May, 2020, before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged himself to be a _____, and that being authorized to do so executed the foregoing instrument for the purposes therein contained on behalf of said city.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

M25, REPLAT OF LOT 34, ML THROUGH M9, AND TRACT "A", MEADOWS AT CREEKSIDE, 1ST PLAT, A SUBDIVISION IN PARKVILLE, PLATTE COUNTY, MISSOURI.

{33759 / 70318; 881925. }

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into, effective on the date that both parties have executed this Agreement (the "**Effective Date**"), by and between the **City of Parkville, Missouri**, a fourth class city organized and existing under the Constitution and laws of the State of Missouri ("**City**"), and **Parkville Development 70, LLC**, a Missouri limited liability company ("**Buyer**").

RECITALS

A. The City is the owner of certain real property located in Parkville, Platte County, Missouri located at the southeast corner of Highway 45 and Interstate 435 and containing approximately 70 acres legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**").

B. The Buyer desires to purchase the Property from the City, pursuant to the terms and provisions hereof, and develop apartments, townhomes and single-family residences, all as more specifically set forth in that certain Development Plan approved by the City on December 18, 2018 (the "**Development Plan**") the terms and provisions of which are incorporated herein by this reference.

C. This Agreement provides for the acquisition of the Property in two (2) phases, each of which is identified on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Site Plan**").

D. The initial portion of the Property to be acquired hereunder ("**Phase I**") is approximately 35 acres, to be developed as apartments, townhomes and single-family homes (the "**Phase I Improvements**"). Phase I is legally described on **Exhibit C** attached hereto and incorporated herein by this reference.

E. The second portion of the Property to be acquired hereunder ("**Phase II**") is approximately 35 acres to be developed as single-family homes (the "**Phase II Improvements**"). Phase II is legally described on **Exhibit D** attached hereto and incorporated herein by this reference.

F. The City desires to sell to Buyer, and Buyer desires to purchase from the City, all of the City's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Recitals and as follows:

ARTICLE I
PURCHASE AND SALE- PHASE I

1.01 Agreement to Purchase. On the terms and conditions set forth below, and in consideration of Buyer's delivery of \$5,000.00 (which, together with interest accrued thereon, is referred to as the "**Phase I Earnest Money**"), within ten (10) days after the Effective Date, to Stewart Title of the Midwest, 2000 Kentucky Avenue, Suite B, Platte City, Missouri 64079, Attention: Billie Middleton (the "**Escrow Agent**"), the City hereby agrees to sell Phase I to Buyer and Buyer hereby agrees to purchase Phase I from the City.

1.02 Purchase Price. The purchase price for Phase I of the Property shall be \$2,400,000.00 (the "**Phase I Purchase Price**"), payable to the City as follows:

- (a) \$400,000 in immediately available funds at the Phase I Closing (as hereinafter defined); and
- (b) \$2,000,000 in the form of a Promissory Note (the "**Phase I Note**") delivered by The Meadows at Creekside Community Improvement District (the "**CID**"), which Phase I Note will be payable solely from the proceeds of special assessments levied by the CID, and secured by a Second Deed of Trust in favor of the City recorded against Phase I. The form of the Phase I Note and Second Deed of Trust are attached hereto as **Exhibit E**, **Exhibit E-1** and **Exhibit E-2** respectively, and incorporated herein by this reference.

ARTICLE II
PHASE I CONTINGENCIES

2.01 The Buyer's obligation to purchase and the City's obligation to sell Phase I hereunder shall be completely contingent upon satisfaction of the contingencies set forth below (the "**Phase I Contingencies**"), within thirty (30) days after the Effective Date (the "**Phase I Contingency Period**"). Buyer may waive (at Buyer's sole discretion) the contingencies set forth in Section 2.03(a) and Section 2.03(c) and such waiver shall be an effective waiver by City of the same. City may waive (at City's sole discretion) the contingency set forth in Section 2.03(b) and such waiver shall be an effective waiver by Buyer of the same.

2.02 In the event that the Phase I Contingencies have not been satisfied within said Phase I Contingency Period, then (i) either party shall have the right to terminate this Agreement and, in such event, Buyer shall receive an immediate return of the Phase I Earnest Money, and neither party shall have any further rights or obligations hereunder; or (ii) the parties may by written letter agreement extend the Phase I Contingency Period for a period not to exceed sixty (60) days.

2.03 The Phase I Contingencies are as follows:

- (a) Title. At Closing, Buyer shall be satisfied with the condition of Title to the applicable Property and no recorded encumbrances exist except as permitted pursuant to the provisions of Section 5.01 hereof.
- (b) Formation of CID and levy of Special Assessments.
 - (i) CID Formation. The CID shall have been formed by an ordinance of the City and pursuant to the petition set forth in **Exhibit F**.
 - (ii) CID Special Assessments. The Board of Directors of the CID shall have passed a resolution levying special assessments as described in **Exhibit F**.
- (c) Environmental/Soil Condition. Buyer shall be satisfied with the environmental and soil condition of the Phase I Property. From and after the Effective Date through the expiration of the Phase I Contingency Period, Buyer shall have the right to access the Phase I Property to perform environmental and soil testing (pursuant to the provisions of License Agreement (as hereafter defined)). In the event that Buyer is not satisfied with the environmental and/or soil condition of the Property, Buyer shall have the right to terminate this Agreement by written notice to the City, receive an immediate return of the Phase I Earnest Money, and neither party shall have any further rights or obligations hereunder with respect to the Phase I Property. Buyer shall have the right to extend the Phase I Contingency Period for a period not to exceed thirty (30) days for the sole purpose of satisfying the Phase I Contingency contained in this paragraph.

ARTICLE III **PURCHASE AND SALE – PHASE II**

3.01 Agreement to Purchase. On the terms and conditions set forth below, and in consideration of Buyer's delivery of \$5,000.00 (which, together with interest accrued thereon, is referred to as the "**Phase II Earnest Money**"), within ten (10) days after the Effective Date to the Escrow Agent, the City hereby agrees to sell Phase II to Buyer and Buyer hereby agrees to purchase Phase II from the City.

3.02 Purchase Price. The purchase price for Phase II of the Property shall be \$2,400,000.00 (the "**Phase II Purchase Price**"), payable to the City as follows:

- (a) \$400,000 in immediately available funds at the Phase II Closing (as hereinafter defined); and

- (b) \$2,000,000 in the form of a Promissory Note (the "**Phase II Note**") delivered by the CID, which Phase II Note will be payable solely from the proceeds of the CID special assessments, and secured by a Second Deed of Trust in favor of the City recorded against Phase II. The form of the Phase II Note and Second Deed of Trust are attached hereto as **Exhibit G**, **Exhibit G-1** and **Exhibit G-2** respectively, and incorporated herein by this reference.

ARTICLE IV **PHASE II CONTINGENCIES**

4.01 The Buyer's obligation to purchase and the City's obligation to sell Phase II hereunder shall be completely contingent upon (a) the occurrence of the Commencement of Phase I Construction (as defined below) by January 1, 2020, and (b) Buyer's satisfaction of or Buyer's waiver (at Buyer's sole discretion) of the contingencies set forth in Section 4.03 below (the "**Phase II Contingencies**"), within thirty (30) days after the Commencement of Phase I Construction (the "**Phase II Contingency Period**"). For purposes of this Agreement "Commencement of Phase I Construction" shall mean the last to occur of:

- (a) Buyer (or Buyer's successor) obtaining all necessary permits for completion of construction of the 216 apartment units constituting a portion of the Phase I Improvements (the "**Apartments**");
- (b) Buyer (or Buyer's successor) obtaining financing for the completion of construction of the Apartments;
- (c) Buyer has obtained a certificate of occupancy for at least one apartment building; and
- (d) Buyer has completed grading of the Phase II Property pursuant to a grading plan approved by the City.

4.02 In the event that Buyer has not satisfied the Phase II Contingencies within said Phase II Contingency Period, then Buyer shall have the right to (i) terminate this Agreement and receive an immediate return of the Phase II Earnest Money, in which event, neither party shall have any further rights or obligations hereunder; or (ii) extend the Phase II Contingency Period by written notice to the City for a period not to exceed sixty (60) days. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the City shall have no obligation to sell Phase II to Buyer if Commencement of Phase I Construction has not occurred by January 1, 2020.

4.03 The Phase II Contingencies are as follows:

- (a) Title. At Closing, Buyer shall be satisfied with the condition of Title to the applicable Property and no recorded encumbrances exist except as permitted pursuant to the provisions of Section 5.01 hereof.
- (b) Environmental/Soil Condition. Buyer shall be satisfied with the environmental and soil condition of the Phase II Property. From and after the Effective Date through the expiration of the Phase II Contingency Period, Buyer shall have the right to access the Phase II Property to perform environmental and soil testing (pursuant to the provisions of License Agreement (as hereafter defined)). In the event that Buyer is not satisfied with the environmental and/or soil condition of the Property, Buyer shall have the right to terminate this Agreement by written notice to the City, receive an immediate return of the Phase II Earnest Money, and neither party shall have any further rights or obligations hereunder with respect to the Phase II Property. Buyer shall have the right to extend the Phase II Contingency Period for a period not to exceed thirty (30) days for the sole purpose of satisfying the Phase II Contingency contained in this paragraph.

ARTICLE V **EVIDENCE OF TITLE**

5.01 Title Commitment. Within ten (10) days after the Effective Date, Buyer shall, at the Buyer's sole cost and expense, obtain from the Escrow Agent a commitment (the "**Phase I Title Commitment**") to issue a Title Insurance Policy for Phase I of the Property (the "**Phase I Title Policy**"), in the full amount of the Purchase Price for Phase I of the Property. Within ten (10) days after the Commencement of Phase I Construction, Buyer shall, at the Buyer's sole cost and expense, obtain from the Escrow Agent a commitment (the "**Phase II Title Commitment**," together with the Phase I Title Commitment, the "**Title Commitments**," or individually, a "**Title Commitment**") to issue a Title Insurance Policy for Phase II of the Property (the "**Phase II Title Policy**," together with the Phase I Title Policy, the "**Title Policies**" or individually, a "**Title Policy**"), in the full amount of the Purchase Price for Phase II of the Property. To be acceptable to Buyer, each Title Commitment shall show good and indefeasible title to the applicable portion of the Property in the City, and shall commit to insure said title free and clear of the standard printed exceptions, all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (a) Those created or assumed by Buyer;
- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's proposed development and operation of the Property as set forth herein;

- (c) Real estate taxes which are a lien on the applicable portion of the Property, but which are not yet due and payable; and
- (d) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's proposed development and operation of the applicable portion of the Property as set forth herein.

For title to the applicable portion of the Property to be acceptable to Buyer, each Title Commitment must (i) commit to insure that all parcels of land are contiguous, if the legal description for the applicable portion of the Property includes more than one parcel and that there are no gaps nor gores among them; (ii) commit to insure that on the Closing Date, the applicable portion of the Property shall have direct access to dedicated public highways or roads that abut the applicable portion of the Property; (iii) fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the applicable portion of the Property and provide insurance coverage in respect to all of such appurtenant rights; and (iv) include the results of a special tax search and examination for any financing statements filed of record which may affect the applicable portion of the Property.

5.02 Defects. In the event that an examination of a Title Commitment obtained hereunder discloses any matter adversely affecting title to the applicable portion of the Property (the foregoing collectively referred to as "**Defects**"), Buyer shall provide written notice to the City of any Defects within ten (10) days after Buyer's receipt of the Title Commitment and the City shall have a reasonable time, not to exceed fifteen (15) days after City's receipt of written notice thereof, within which to cure or remove any such Defects. If Buyer does not object to any Defects within ten (10) days of Buyer's receipt of the Title Commitment, any objections thereto shall be deemed waived by Buyer, without adjustment to the Purchase Price for the applicable portion of the Property. In the event the City is unable to cure or remove the Defects within the applicable period identified in this Section 5.02, the City shall immediately give notice of the City's inability to Buyer and thereafter, Buyer shall have ten (10) days after receipt of such notice within which to make its election either:

- (a) To accept title to the applicable portion of the Property subject to such Defects, without adjustment of the Purchase Price for the applicable portion of the Property; or
- (b) To withdraw from this transaction and terminate this Agreement as to the applicable portion of the Property, in which event the Phase I Earnest Money and/or the Phase II Earnest Money (as applicable) shall be returned to Buyer and the parties shall have no further obligations under this Agreement with respect to the applicable portion of the Property.

ARTICLE VI **CLOSING**

6.01 Physical Condition Of The Property: The Property is being sold "As Is." City does not make any claims or promises about the condition or value of any of the Property. Pursuant to this Agreement, Buyer has the right to inspect the Property and rely on said inspection and any rights which may be provided for elsewhere in this Agreement.

6.02 Closing Date. The purchase and sale of the Phase I Property shall be closed (the "**Phase I Closing**") within ten (10) days after expiration of the Phase I Contingency Period (the "**Phase I Closing Date**"). The purchase and sale of the Phase II Property (the "**Phase II Closing**") shall be closed (the "**Phase II Closing Date**") within ten (10) days after the expiration of the Phase II Contingency Period. The Phase I Closing Date and the Phase II Closing Date are hereafter collectively referred to as the "**Closings**" or the "**Closing Dates**," or individually as a "**Closing**" or "**Closing Date**." The Closings shall be at such time and place as Buyer and the City may mutually agree upon.

ARTICLE VII

DEED AND OTHER DOCUMENTS

7.01 Special Warranty Deed. The City shall, at each Closing, convey fee simple title to the applicable portion of the Property to Buyer by a duly and validly executed, recordable special warranty deed (each, a "**Deed**"), free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

7.02 Deliveries at Closing – Phase I.

- (a) At the Closing of Phase I, the City shall deliver the following documents to the Escrow Agent:
 - (i) The Deed for Phase I;
 - (ii) A standard real estate affidavit sufficient for the Escrow Agent to remove the standard title exceptions from the Phase I Title Policy;
 - (iii) All documentation reasonably required by the Title Company to confirm the City's authority to enter into this Agreement and consummate the transaction contemplated hereby;
 - (iv) The License Agreement described in Section 8.02 (if requested by Buyer);
 - (v) Evidence of the approval of the CID; and

- (vi) All other documents reasonably required by the Escrow Agent for Closing.
- (b) At the Closing of Phase I, the Buyer shall deliver the following documents to the Escrow Agent:
 - (i) The Second Deed of Trust for Phase I;
 - (ii) The Phase I Purchase Price, as may be adjusted as provided herein;
 - (iii) A waiver of any right to challenge the CID special assessments in form and substance reasonably acceptable to the City, which shall be recorded as part of the Closing of Phase I; and
 - (iv) All other documents reasonably required by the Title Company of Buyer for Closing.
- (c) At the Closing of Phase I, the CID shall deliver the Phase I Note.

7.03 Deliveries at Closing – Phase II.

- (a) At the Closing of Phase II, the City shall deliver the following documents to the Escrow Agent:
 - (i) The Deed for Phase II;
 - (ii) A standard real estate affidavit sufficient for the Escrow Agent to remove the standard title exceptions from the Title Policy;
 - (iii) All documentation reasonably required by the Title Company to confirm the City's authority to enter into this Agreement and consummate the transaction contemplated hereby; and
 - (iv) All other documents reasonably required by the Escrow Agent for Closing.
- (b) At the Closing of Phase II, the Buyer shall deliver the following documents to the Escrow Agent:
 - (i) The Second Deed of Trust for Phase II;
 - (ii) The Phase II Purchase Price, as may be adjusted as provided herein;

- (iii) A waiver of any right to challenge the CID special assessments in form and substance reasonably acceptable to the City, which shall be recorded as part of the Closing of Phase II; and
 - (iv) All other documents reasonably required by the Title Company of Buyer for Closing.
- (c) At the Closing of Phase II, the CID shall deliver the Phase II Note.

ARTICLE VIII

POSSESSION AND INSPECTION

8.01 Possession at Closing. Buyer shall be entitled to full and exclusive possession of the Phase I Property as of the Phase I Closing Date and the Phase II Property as of the Phase II Closing Date.

8.02 Early Possession. If requested by the Buyer, the City shall grant access to the applicable portion of the Property prior to the applicable Closing Date for the purposes of performing environmental and soil condition testing and site preparation work, including, without limitation, site grading. Such access shall be granted pursuant to a License Agreement to be agreed to by the parties hereto.

8.03 Inspection. For and during the continuance of this Agreement, the City shall afford all representatives of Buyer free and full access to the Property, subject to the provisions of this Agreement, for inspection and examination, at reasonable times. This privilege shall include the right to make surveys, site plans, renderings, soil tests, environmental inspections, borings, percolation tests and other tests to obtain any relevant information necessary to determine subsurface, topographic and drainage conditions and the suitability of the Property for use and development by Buyer. Buyer shall indemnify and hold harmless the City for any loss, cost or liability incurred by the City due to Buyer's entry onto the Property pursuant to this Section 8.03.

ARTICLE IX

APPORTIONMENTS AND ADJUSTMENTS

9.01 Adjustments at Closing. On the Closing Date, Buyer and the City shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

- (a) Real Estate Taxes and Assessments. The City shall pay all delinquent real estate taxes, if any, together with penalties and interest thereon; all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable) except for special assessments levied by the CID; all real estate

taxes for years prior to the Closing Date; and real estate taxes, if any, for the year of Closing, prorated through the Closing Date.

- (b) The City's Expenses. The City shall, at the Closing (unless previously paid), pay by credit against the Purchase Price the following:
 - (i) The cost of recording of the Deed; and
 - (ii) ½ of the fee charged by Escrow Agent for conducting the Closing.
- (c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:
 - (i) The costs of the any coverage and/or endorsements to the Title Policy in addition to or above title insurance coverage in the amount of the Purchase Price;
 - (ii) ½ of the fee charged by Escrow Agent for conducting the Closing;
 - (iii) the cost of any endorsements to the Title Policy requested by Buyer or Buyer's lender; and
 - (iv) the cost of the Title Commitment and the Title Policy (for coverage in the amount determined by Buyer).

ARTICLE X

WARRANTIES AND REPRESENTATIONS OF SELLER

10.01 Warranties and Representations. In addition to any other representation or warranty contained in this Agreement, the City hereby represents, warrants, covenants and agrees as follows:

- (a) The City has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (b) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which the City is a party or by which the City or the Property might be bound;

- (c) The City has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;
- (d) The City has no knowledge of any fact or condition which would result in the termination or limitation of the existing pedestrian and/or vehicular access to the Property from abutting public roads;
- (e) No other person or entity currently owns or has any legal or equitable interest in the Property and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (f) All taxes payable with respect to the operation, ownership or control of the Property which are allocable to the period ending on the Closing Date, and all prior periods, shall be or have been paid by the City, and the City shall be responsible for the timely filing of all returns or other documents required by any taxing authority claiming jurisdiction with respect to any such taxes;
- (g) The execution, delivery and performance by the City of this Agreement and the performance by the City of the transactions contemplated hereunder, and the conveyance and delivery by the City to Buyer of possession and title to the Property have each been duly authorized by such persons or authorities as may be required, and on the Closing Date, the City shall provide Buyer and Escrow Agent with certified resolutions, or other instruments, in form satisfactory to Buyer, evidencing such authorization;
- (h) Through and until the Closing Dates, the City shall not enter into any covenant, restriction, encumbrance, right of lien, easement, lease or other contract pertaining to the Property, provided that the parties acknowledge the special assessments will be levied by the CID prior to the Closing Dates;
- (i) To the best of the City's knowledge, there are no underground storage tanks and no hazardous wastes, substances, or materials (collectively, "**Hazardous Materials**") located in, on or about or generated from the Property which may require removal or remediation or which may result in penalties under any applicable law; the City shall be responsible for the proper removal and disposal prior to Closing of any such Hazardous Materials, including but not limited to asbestos or asbestos containing materials currently located in any of the buildings situated on the Property;

- (j) To the best of the City's knowledge, there are no laws, ordinances, regulations, covenants, conditions or restrictions pertaining to or encumbering the Property which would, in any way, impair, interfere with or prevent Buyer's intended use of the Property;
- (k) The City is not a "Foreign Person" as that term is defined in the Foreign Investment in Real Property Tax Act; and

Unless otherwise specified, the warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement but shall survive the Closings and the delivery of the Deeds of conveyance hereunder for a period of six (6) months. All representations and warranties set forth in this Article X shall be true and correct as of the date hereof and as of the Closing Dates, and at Closings, if requested by Buyer, the City shall so certify, in writing, in form reasonably requested by Buyer. To the extent allowed by law, the City hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Dates; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by the City in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

10.02 Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by the City to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by the City hereunder. In such event, Buyer may give written notice thereof and shall thereafter have such rights and remedies as may be available to Buyer as provided herein, at law or in equity, including, but not limited to, the right to terminate this Agreement and to have the Phase I Earnest Money or the Phase II Earnest Money returned to Buyer.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES OF BUYER

11.01 Representations and Warranties. In order to induce City to sell the Property, and in addition to any other representation or warranty contained in this Agreement, the Buyer hereby represents, warrants, covenants and agrees as follows:

- (a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri;

- (b) Buyer has all necessary power and authority to enter into this Agreement, to execute and deliver the documents and instruments required of Buyer herein, and to perform its obligations hereunder; and
- (c) Buyer has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Property that might give rise to any claim for commission against City.

Unless otherwise specified, the warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement but shall survive the Closings and the delivery of the Deeds of conveyance hereunder. All representations and warranties set forth in this Article XI shall be true and correct as of the date hereof and as of the Closing Dates, and at Closings, if requested by City, the Buyer shall so certify, in writing, in form reasonably requested by City. Buyer hereby agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which City may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Dates; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by the City in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

11.02 Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, City determines that any warranty or representation given by the Buyer to City under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by the Buyer hereunder. In such event, City may give written notice thereof and provide Buyer with a period not to exceed ten (10) days to cure such default. In the event that Buyer fails to cure such default in said ten (10) day period, the City shall thereafter have such rights and remedies as may be available to City as provided herein, at law or in equity, including, but not limited to, the right to terminate this Agreement and to retain the Phase I Earnest Money or the Phase II Earnest Money as liquidated damages.

ARTICLE XII **POST CLOSING OBLIGATIONS**

12.01 Buyer Post Closing Obligations.

- (a) Plat. After Closing, the Buyer shall cause Phase I and Phase II of the Property to be platted, at its sole cost and expense, as part of the development of the Property. The plat for both Phase I and Phase II shall include the dedication of necessary rights of way for public infrastructure,

including, without limitation, streets, utilities (including sanitary sewer, storm sewer, electric and water utilities).

- (b) Public Infrastructure Improvements. As part of the development of Phase I and Phase II, Buyer shall be responsible, at its sole cost and expense, for the construction of certain public infrastructure improvements more specifically identified on Exhibit H attached hereto and incorporated herein by this reference (collectively, the "**Public Improvements**"). Buyer shall grant to the CID rights of use and access in and to the Public Improvements, via an easement agreement or other form reasonably acceptable to the CID and the City.
- (c) City Cost. The rights of way described in 11.01(a) shall be dedicated to the City at no cost. The City shall have no responsibility for costs related to the Public Improvements.

12.02 Buyer Financing. The parties acknowledge that the Buyer is anticipated to obtain financing for the Public Improvements (the "**Financing**") and for other work on the Property. Because such Financing is anticipated to be secured by one or more deeds of trust that are senior to the deeds of trust securing payment of the promissory notes payable to the City, the City reserves the right to review all draw requests made by Buyer under the Financing to ensure that any amounts disbursed from the proceeds of such Financing will fund the Public Improvements or other improvements to the Property which would be reasonably anticipated to enhance its value and/or potential for development. The Buyer agrees that it or its successors in interest with respect to the Property will require provisions allowing for City review of disbursements which are reasonably agreeable in form and substance to the City in any loan documentation related to the Financing that will be secured by an interest in the Property senior to the City's deeds of trust.

12.03 Chapter 100 Tax Abatement for Apartments. The Buyer, or Buyer's successor in interest related to the Apartments, and the City shall use their best efforts to effect Chapter 100 tax abatement for the Apartments, provided that the final decision related to such abatement on the part of the City shall be subject to legislative approval of the Board of Aldermen, such determination to be made pursuant to the normal procedures of the City and the provisions of Chapter 100, RSMo.

12.04 Survival. The obligations under this Article XII shall survive until the dedication of all rights of way has occurred, the Public Improvements have been completed and the promissory notes delivered by the CID with respect to Phase I and Phase II as described herein have been fully repaid.

ARTICLE XIII

NOTICES

13.01 Notice Procedure. Any notices required hereunder shall be in writing, shall be deemed effective upon transmittal, may be transmitted by the parties' respective legal counsel, and shall be transmitted by (a) personal service, (b) reputable overnight delivery service, (c) facsimile transmission (with confirmation of transmittal received), or (d) certified mail, postage prepaid, return receipt requested, and shall be addressed to the parties as follows:

(a) If intended for City, to:

City of Parkville, Missouri
8880 Clark Avenue
Parkville, MO 64152
Attn: City Administrator

With copies to:

Chris Williams
Williams & Campo, P.C.
400 SW Longview Blvd., Suite 210
Lee's Summit, Missouri, 64081

and

Rick McConnell
Armstrong Teasdale LLP
2345 Grand Blvd., Suite 1500
Kansas City, MO, 64108

(b) If intended for Buyer, to:

Parkville Department 70, LLC
7607 NW John Anders Road
Kansas City, MO 64152
Attn: Brian J. Mertz

With a copy to:

Sandra S. Watts, Esq.
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview, Suite 300
Kansas City, MO 64111

ARTICLE XIV
GENERAL PROVISIONS

14.01 Governing Law. This Agreement is being executed and delivered in the State of Missouri and shall be construed and enforced in accordance with the laws of the State of Missouri. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Missouri.

14.02 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties. Exhibits referred to in this Agreement are attached hereto and incorporated herein by reference.

14.03 Time of Essence. Time is of the essence of this Agreement in all respects. Any time period providing for the performance of the parties' obligations herein which would otherwise end on a Saturday, Sunday or national holiday shall be extended to the next succeeding business day.

14.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

14.05 Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

14.06 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

14.07 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

14.08 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document.

14.09 Assignment. With the prior written consent of the City, Buyer shall have the right to assign this Agreement to its nominee; provided, however, such assignment shall not relieve Buyer of its obligations hereunder. Buyer shall notify the City of any such assignment at least 5 days prior to the Closing Date by delivery of notice in the manner otherwise required hereunder.

14.10 Attorney Fees. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party shall then be entitled to receive from the other of said parties, in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth below, respectively.

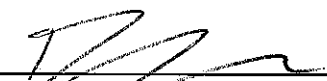
SELLER:

City of Parkville, Missouri
a Missouri fourth class city

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

Parkville Development 70, LLC,
a Missouri limited liability company

By:  _____
Brian Mertz, Manager
Date: 3/5/19

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the dates set forth below, respectively.



SELLER:

City of Parkville, Missouri
a Missouri fourth class city

By: _____

Nanette K. Johnston
Name: Nanette K. Johnston

Title: Mayor

Date: March 5, 2019

BUYER:

Parkville Development 70, LLC,
a Missouri limited liability company

By: _____

Brian Mertz, Manager

Date: _____

List of Exhibits:

Exhibit A Legal Description of Property

Exhibit B Site Plan

Exhibit C Legal Description of Phase I

Exhibit D Legal Description of Phase II

Exhibit E Phase I Note

Exhibit E-1 Phase I Second Deed of Trust

Exhibit F CID Petition

Exhibit G Phase II Note

Exhibit G-1 Phase II Second Deed of Trust

Exhibit H Public Improvements

EXHIBIT A

Property Legal Description

All that part of the of Section 19, Township 51 North, Range 34 West of the 5th P.M., Platte County, Missouri, and being all or portions of parcels conveyed in Document 2016007192 in Book 1261 at Page 994, and Book 253 at Page 395, and including portions of Lot 1, OSEGUERA ESTATE, all of the Records of said Platte County, and described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 19; thence N 00°16'45" W, 660.00 feet to the True POINT OF BEGINNING;
thence N 00°16'45" W along the West line of said Southeast Quarter, 652.77 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 19, said point also being the Southeast corner of said parcel of land described in Deed Book 253 at Page 395;
thence N 89°58'45" W along the South line of said parcel, 85.44 feet to a point on the Easterly Interstate 435 Highway right of way line;
thence N 02°10'48" W along said right of way line, 28.72 feet;
thence N 10°52'06" W along said right of way line, 634.31 feet;
thence N 15°38'15" W along said right of way line, 420.51 feet to a point on the North line of said parcel filed in Deed Book 253 at Page 395;
thence S 89°57'45" E along said north line, 314.34 feet to a point on the West line of the Southeast Quarter of said Section 19;
thence N 00°16'45" W along said West line, 256.36 feet to the Southwest corner of the Northeast Quarter of said Section 19;
thence N 00°13'43" E, along the West line of said Northeast Quarter, 657.19 feet to the Northwest corner of the South half of the Southwest Quarter of said Northeast Quarter;
thence S 89°56'27" E, along the North line of said South half, 1030.95 feet to the Northwest corner of a parcel of land conveyed by Quit Claim Deed in Book 1121 at Page 812 of the Records of said Platte County;
thence S 06°58'36" W, along said West line of said parcel, 265.88 feet to the Southwest corner thereof;
thence S 78°46'48" E, along the south line extended of said parcel, 252.76 feet to a point on the Westerly NW Brink-Myer Road right of way line;
thence Southwesterly along said right of way line along a non-tangent curve to the right, having a radius of 663.00 feet, an arc length of 146.09 feet and a chord which bears S 18°57'41" W, 145.79 feet;
thence S 25°16'26" W along said right of way line, 178.12 feet;
thence Southerly along said right of way line along a curve to the left, having a radius of 1535.00 feet, an arc length of 677.18 feet and having a chord which bears S 12°38'18" W, 671.71 feet;
thence S 00°00'00" E along said right of way line, 674.54 feet;
thence Southerly along said right of way line along a curve to the right, having a radius of 965.00 feet, an arc length of 196.95 feet and have a chord which bears S 05°50'49" W, 196.61 feet to a point on the southerly line of a parcel of land conveyed as Parcel A in said Document 2016007192;
Continuing along said southerly line of said Parcel A, along the following six courses;
1) thence S 44°18'45" W, 161.93 feet;
2) thence S 08°07'50" W, 301.78 feet;

- 3) thence S 22°05'31" W, 167.14 feet;
 - 4) thence S 66°38'01" W, 322.43 feet;
 - 5) thence N 79°17'55" W, 245.01 feet;
 - 6) thence N 40°17'55" W, 148.22 feet to a point on the Southwesterly prolongation of the Easterly line of Lot 1 of said OSEGUERA ESTATE, and from which the southerly corner thereof bears N 42°17'11" E, 158.06 feet;
- thence N 41°12'18" W, 134.18 feet to the POINT OF BEGINNING.

EXHIBIT B Site Plan

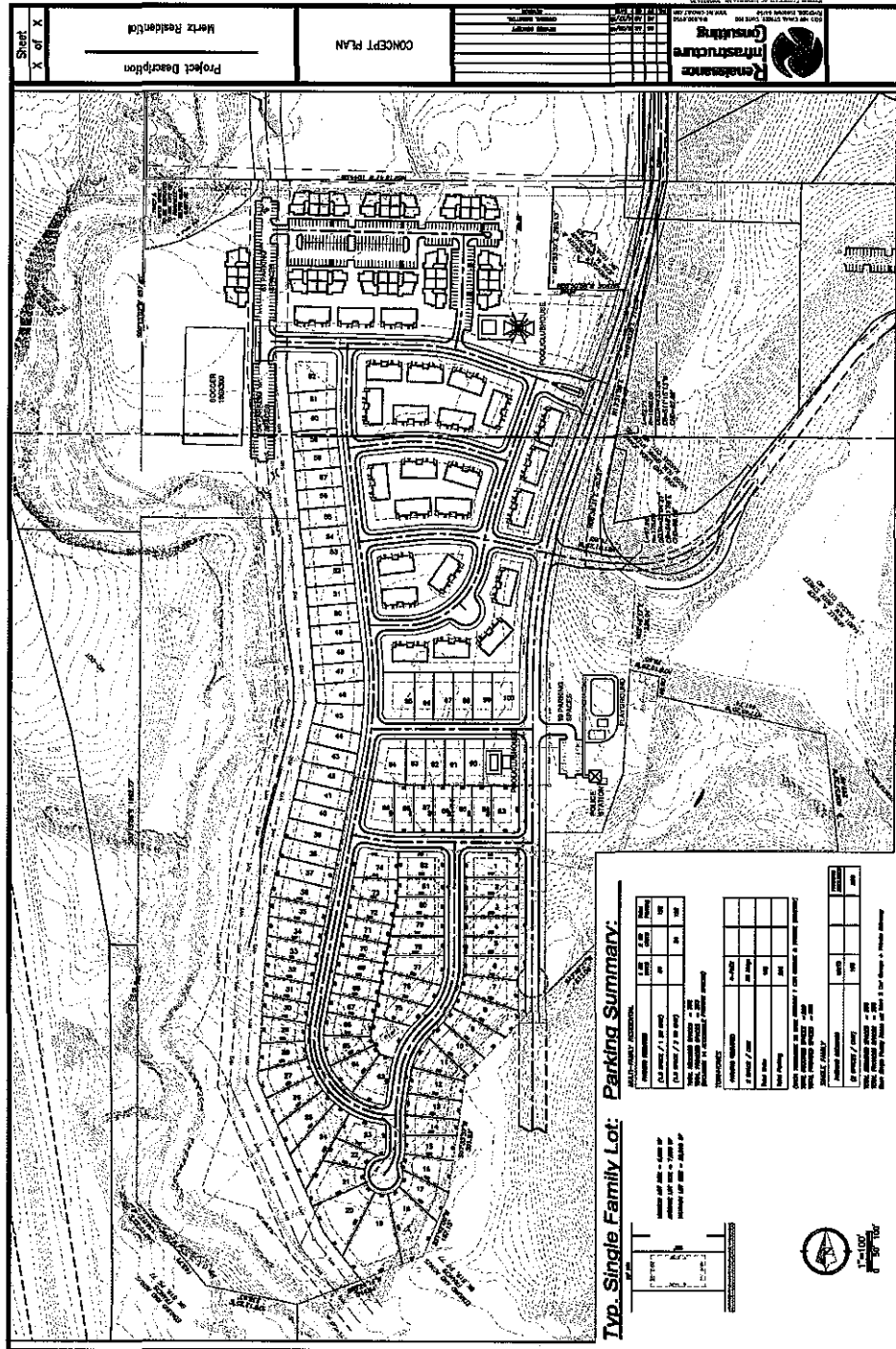


EXHIBIT C

Phase I Legal Description

All that part of the of Section 19, Township 51 North, Range 34 West of the 5th P.M., Platte County, Missouri, and being all or portions of parcels conveyed in Document 2016007192 in Book 1261 at Page 994, and Book 253 at Page 395, and including portions of Lot 1, OSEGUERA ESTATE, all of the Records of said Platte County, and described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 19; thence N 00°16'45" W, 660.00 feet to the True POINT OF BEGINNING;
thence N 00°16'45" W along the West line of said Southeast Quarter, 652.77 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 19, said point also being the Southeast corner of a parcel of land described in Deed Book 253 at Page 395;
thence N 89°58'45" W along the South line of said parcel, 85.44 feet to a point on the Easterly Interstate 435 Highway right of way line;
thence N 02°10'48" W along said right of way line, 28.72 feet;
thence N 10°52'06" W along said right of way line, 607.93 feet;
thence departing said right of way line, thence S 85°48'45" E, 779.13 feet;
thence S 05°34'53" W, 32.43 feet;
thence S 88°39'11" E, 39.15 feet;
thence S 89°46'23" E, 218.22 feet;
thence N 88°25'43" E, 28.01 feet;
thence N 83°22'35" E, 115.10 feet to a point on the Westerly NW Brink-Myer Road right of way line;
thence S 00°00'00" E along said right of way line, 521.97 feet;
thence Southerly along said right of way line along a curve to the right, having a radius of 965.00 feet, an arc length of 196.95 feet and have a chord which bears S 05°50'49" W, 196.61 feet to a point on the southerly line of a parcel of land conveyed as Parcel A in said Document 2016007192;
Continuing along said southerly line of said Parcel A, along the following six courses;
1) thence S 44°18'45" W, 161.93 feet;
2) thence S 08°07'50" W, 301.78 feet;
3) thence S 22°05'31" W, 167.14 feet;
4) thence S 66°38'01" W, 322.43 feet;
5) thence N 79°17'55" W, 245.01 feet;
6) thence N 40°17'55" W, 148.22 feet to a point on the Southwesterly prolongation of the Easterly line of Lot 1 of said OSEGUERA ESTATE, and from which the southerly corner thereof bears N 42°17'11" E, 158.06 feet;
thence N 41°12'18" W, 134.18 feet to the POINT OF BEGINNING.

EXHIBIT D

Phase II Legal Description

All that part of the of Section 19, Township 51 North, Range 34 West of the 5th P.M., Platte County, Missouri, and being all or portions of parcels conveyed in Document 2016007192 in Book 1261 at Page 994, and Book 253 at Page 395, and including portions of Lot 1, OSEGUERA ESTATE, all of the Records of said Platte County, and described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 19; thence N 00°16'45" W, along the West line of said Southeast Quarter, 1312.77 feet to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 19, said point also being the Southeast corner of said parcel of land described in Deed Book 253 at Page 395; thence N 89°58'45" W along the South line of said parcel, 85.44 feet to a point on the Easterly Interstate 435 Highway right of way line; thence N 02°10'48" W along said right of way line, 28.72 feet; thence N 10°52'06" W along said right of way line, 607.93 feet to the POINT OF BEGINNING;

thence N 10°52'06" W along said right of way line, 26.38 feet;

thence N 15°38'15" W along said right of way line, 420.51 feet to a point on the North line of said parcel filed in Deed Book 253 at Page 395;

thence S 89°57'45" E along said north line, 314.34 feet to a point on the West line of the Southeast Quarter of said Section 19;

thence N 00°16'45" W along said West line, 256.36 feet to the Southwest corner of the Northeast Quarter of said Section 19;

thence N 00°13'43" E, along the West line of said Northeast Quarter, 657.19 feet to the Northwest corner of the South half of the Southwest Quarter of said Northeast Quarter;

thence S 89°56'27" E, along the North line of said South half, 1030.95 feet to the Northwest corner of a parcel of land conveyed by Quit Claim Deed in Book 1121 at Page 812 of the Records of said Platte County;

thence S 06°58'36" W, along said West line of said parcel, 265.88 feet to the Southwest corner thereof;

thence S 78°46'48" E, along the south line extended of said parcel, 252.76 feet to a point being on the Westerly NW Brink-Myer Road right of way line;

thence Southwesterly along said right of way line along a non-tangent curve to the right, having a radius of 663.00 feet, an arc length of 146.09 feet and a chord which bears S 18°57'41" W, 145.79 feet;

thence S 25°16'26" W along said right of way line, 178.12 feet;

thence Southerly along said right of way line along a curve to the left, having a radius of 1535.00 feet, an arc length of 677.18 feet and having a chord with bears S 12°38'18" W, 671.71 feet;

thence S 00°00'00" E along said right of way line, 152.57 feet;

thence departing said right of way line, S 83°22'35" W, 115.10 feet;

thence S 88°25'43" W, 28.01 feet;

thence N 89°46'23" W, 218.22 feet;

thence N 88°39'11" W, 39.15 feet;

thence N 05°34'53" E, 32.43 feet;

thence N 85°48'45" W, 779.13 feet to the POINT OF BEGINNING.

EXHIBIT E

Form of Phase I Note

PROMISSORY NOTE

\$2,000,000.00

_____, 2019
Parkville, Missouri

Agreement to Pay. FOR VALUE RECEIVED, the undersigned, **THE MEADOWS AT CREEKSIDE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district ("**Borrower**"), whose mailing address is _____, hereby agrees and promises to pay to the order of the **CITY OF PARKVILLE, MISSOURI** (the "**City**"), at its principal office and mailing address at 8880 Clark Avenue, Parkville, Missouri 64152, or such other place as the City may from time to time designate, the principal sum of Two Million Dollars (\$2,000,000.00) or so much as may from time to time remain outstanding, payable in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment.

Payments of Principal. This Promissory Note shall be paid as follows:

Reference is made to that certain resolution of the Board of Directors of the Borrower passed on _____, 2019, which provides for the levy of special assessments against certain real property located in Platte County, Missouri, as more specifically described therein (the "**Property**"). Special assessments, together with any interest and penalties, received pursuant to such levy are hereafter referred to as "**CID Proceeds**".

The first \$300,000 of CID Proceeds received in any calendar year by the Borrower shall be paid to the City, or retained by the City if such amounts are paid directly to the City. All CID Proceeds in any calendar year in excess of Three Hundred Thousand Dollars (\$300,000.00) shall be paid to or retained by the Borrower.

The amounts due hereunder shall be paid solely from the CID Proceeds and in installments which shall be paid by or at the direction of Borrower within twenty (20) days from the Borrower's receipt thereof (if not previously paid directly to the City).

All amounts hereunder shall be due and payable on the earlier of (i) twenty (20) days of the date on which sufficient CID Proceeds have been paid to the City in satisfaction of all amounts due hereunder; or (ii) December 31, 2037 ("**Maturity Date**").

Late Charge. Any payment due hereunder not made by the Borrower when due shall be subject to a late payment charge equal to five percent (5%) of the payment. The late charge shall apply individually to all payments past due with no daily adjustment and shall be used to defray the costs of the City incident to collecting such late payment.

Security. This Promissory Note is given to evidence a loan in the above amount and is the Note referred to in and secured by a Second Deed of Trust encumbering the Property, executed by Parkville Development 70, LLC, a Missouri limited liability company ("**Parkville Development**").

Default and Acceleration. The occurrence of a default under this Note or under the Second Deed of Trust described above shall constitute an Event of Default hereunder ("**Event of Default**"). Upon the occurrence of an Event of Default hereunder, the entire unpaid principal balance together, and all other obligations arising under this Promissory Note shall become, without notice, immediately due and payable at the option of the City.

Prepayment Privilege. The indebtedness evidenced hereby may be prepaid in whole or in part any time by the Borrower and/or Parkville Development.

Time of the Essence. Time is of the essence with regard to the performance of the obligations of Borrower in this Promissory Note and each and every term, covenant and condition herein by or applicable to Borrower.

Governing Law. This Promissory Note and the rights and obligations of all parties hereunder shall be governed by and construed in accordance with the laws of the State of Missouri.

Jurisdiction. The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Promissory Note may be brought in Platte County, Missouri (b) consent to the non-exclusive jurisdiction of such court in any suit, action or proceeding, and (c) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

Waivers.

Borrower and all persons or entities liable for all or part of the principal balance evidenced by this Promissory Note severally hereby waive presentment for payment, protest, notice of non-payment and notice of dishonor.

Borrower and all persons and entities liable for all or part of the principal balance evidenced by this Promissory Note hereby consent, without affecting their liability, to the granting, with or without notice, of any extension or alteration of time for payment of any sum or sums due hereunder or under the Promissory Note or for the performance of any covenant, condition or agreement contained herein or therein, or the taking or releasing or subordinating of any security for the indebtedness evidenced hereby, or the acceptance of additional security of any kind, or any other modification or amendment of this Promissory Note, any release of, or resort to any party liable for payment hereof, and agree that such action will in no way release or discharge the liability of such parties, whether or not granted or done with the knowledge or consent of such parties.

Borrower and all persons and entities liable for all or a part of the principal

balance evidenced by this Promissory Note hereby waive and renounce, to the extent permitted by applicable law, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisal, exemption and homestead now provided, or which may hereafter be provided, by the State of Missouri

Borrower Not Released. No delay or omission of the City to exercise any of its rights and remedies under this Promissory Note at any time following the happening of an Event of Default shall constitute a waiver of the right of the City to exercise such rights and remedies at a later time by reason of such Event of Default or by reason of any subsequently occurring Event of Default. The acceptance by the City of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the City's right to either require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.

Business Purpose. Borrower represents and warrants to the City that the indebtedness evidenced by this Promissory Note is a business loan transacted solely for the purpose of carrying on the business of Borrower and not a consumer transaction and that the Property does not constitute the homestead of Borrower.

Severability. The parties hereto intend and believe that each provision of this Promissory Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Promissory Note is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Promissory Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of Borrower and the City under the remainder of this Promissory Note shall continue in full force and effect.

Remedies Cumulative. The remedies of the City as provided in this Promissory Note and the warranties contained herein or therein shall be cumulative and concurrent, may be pursued singly, successively or together at the sole discretion of the City, may be exercised as often as occasion for their exercise shall occur and in no event shall the failure to exercise any such right or remedy be construed as a waiver or release of such right or remedy. No remedy under this Promissory Note conferred upon or reserved to the City is intended to be exclusive of any other remedy provided in this Promissory Note or provided by law, but each shall be cumulative and shall be in addition to every other remedy given under this Promissory Note or now or hereafter existing at law or in equity or by statute.

No Oral Modification. This Promissory Note may not be modified or discharged orally, but only by an agreement in writing signed by the City and the Borrower.

Replacement Promissory Note. Upon receipt of evidence reasonably satisfactory to the City of the loss, theft, destruction or mutilation of this Promissory Note, and in the case of any

such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Borrower or, in the case of any such mutilation, upon surrender and cancellation of this Promissory Note, Borrower will execute and deliver to the City in lieu thereof, a replacement note dated as of the date of this Promissory Note, identical in form and substance to this Promissory Note and upon such execution and delivery all references in the Loan Documents to this Promissory Note shall be deemed to refer to such replacement note.

WAIVER OF JURY TRIAL. THE CITY BY ITS ACCEPTANCE HEREOF AND THE BORROWER HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS PROMISSORY NOTE OR CONCERNING THE INDEBTEDNESS EVIDENCED HEREBY AND/OR ANY COLLATERAL SECURING SUCH INDEBTEDNESS, REGARDLESS OF WHETHER SUCH ACTION OR PROCEEDING CONCERNS ANY CONTRACTUAL OR TORTIOUS OR OTHER CLAIM. THE BORROWER ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE CITY IN EXTENDING CREDIT TO THE BORROWER, THAT THE CITY WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT THE BORROWER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

Headings. The headings or captions contained in this Promissory Note are solely for convenience of reference and shall not affect its interpretation.

IN WITNESS WHEREOF, the Borrower has executed this Promissory Note as of the date and year first above written.

THE MEADOWS AT CREEKSIDE
COMMUNITY IMPROVEMENT DISTRICT,
a Missouri community improvement district

By: _____
Name: _____
Title: _____

EXHIBIT E-1
Form of Phase I Second Deed of Trust

Title of Document:	SECOND DEED OF TRUST
Date of Document:	_____, 2019
Grantor:	Parkville Development 70, LLC
Grantor's Mailing Address:	7607 NW John Anders Road, Kansas City, Missouri 64152
Grantee:	City of Parkville, Missouri
Grantee's Mailing Address:	8880 Clark Ave., Parkville, MO 64152
Legal Description:	See Exhibit A

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST SECURES ALL CONTRACTUAL ADVANCES, WHETHER CONTAINED HEREIN OR OTHERWISE, THAT MAY BE MADE BY GRANTEE TO GRANTOR OR THE CID (DEFINED HEREIN) OR ANY FUTURE CONTRACTUAL OBLIGATIONS, WHETHER CONTAINED HEREIN OR OTHERWISE OF GRANTOR OR THE CID TO GRANTOR UP TO A TOTAL AMOUNT OF \$5,000,000 PLUS INTEREST. THIS DEED OF TRUST SHALL BE GOVERNED BY THE PROVISIONS OF

SECTION 443.055 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED ("RSMO").

THIS SECOND DEED OF TRUST ("**Deed Of Trust**") made and entered into as of this ____ day of February 2019, by Parkville Development 70, LLC ("**Grantor**"), a Missouri limited liability company, with an address of 7607 NW John Anders Road, Kansas City, Missouri 64152 to Sandra S. Watts, with a mailing address of 4510 Belleview, Suite 300, Kansas City, Missouri 64111 ("**Trustee**") and the City of Parkville, Missouri, a Missouri municipality, whose address is 8880 Clark Ave., Parkville, Missouri 64152 ("**Grantee**")

WITNESSETH

WHEREAS, Grantor is the owner of the Land (defined herein) located in Platte County, Missouri; and

WHEREAS, Grantor acquired the Land from Grantee pursuant to that certain Real Estate Purchase Agreement dated _____, 2019 (the "**Sale Contract**"); and

WHEREAS, under the Sale Contract, the Grantor paid Grantee Four Hundred Thousand and No/100ths Dollars (\$400,000.00) in cash for the Land and, as additional consideration for the sale of the Land to Grantor by Grantee, The Meadows at Creekside Community Improvement District, a Missouri community improvement district formed by Grantor and Grantee (the "CID") executed a non-interest bearing Promissory Note in favor of Grantee dated of even date herewith in the amount of Two Million and No/100ths Dollars (\$2,000,000.00) (the "**Note**"); and

WHEREAS, Grantor is delivering this Deed of Trust to secure the Note and Grantor's limited guaranty of the Note set forth in this instrument.

NOW, THEREFORE, in consideration of the indebtedness evidenced by the Note and the trust hereinafter described, and in order to secure the payment of the Note according to the true intent and purpose thereof, and any sums which may be advanced by the holder thereof pursuant thereto, and any expenses of said holder in enforcing or attempting to enforce payment of the Note, and any other sums advanced hereunder or thereunder, including without limitation, counsel fees and disbursements, and to secure the due and prompt observance of the covenants, conditions and agreements hereof and of the Note and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby grants, bargains and sells, conveys and confirms, assigns, transfers and sets over, mortgages and warrants unto the Trustee, its successors and assigns in trust with power of sale, all of the following property:

- a. The lands and premises particularly described in Exhibit A attached hereto and made a part hereof, together with all and singular the tenements, hereditaments, easements, rights-of-way and appurtenances thereto belonging or in anywise

appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein and in the streets and ways and areas adjacent thereto (the "**Land**");

b. All buildings and other improvements now or hereafter located on the Land, together with all building materials, mechanical equipment and other component parts thereof located on the Land during any period of construction (the "**Improvements**"); and

c. All machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever now owned or hereafter acquired by Grantor, which may now or hereafter be placed in any building(s) or other improvement(s) now or hereafter constructed, rehabilitated, renovated, improved or placed upon said Land or any part thereof, and whether used or procured for use in connection with the operation and maintenance of said building(s) or improvement(s) or the operation of any business of Grantor conducted on or from said building(s) or improvement(s), all of which machinery, apparatus, equipment, fittings and fixtures are hereby declared, determined and agreed to be part and parcel of said lands and premises and appropriated to the use thereof, whether affixed or annexed thereto or not, and shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby as security for the payment and performance herein mentioned. (It is agreed that to the extent any of the property described or referred to in this Deed of Trust is governed by the provisions of the Uniform Commercial Code (the "UCC") or any similar statute adopted by the State of Missouri, this Deed of Trust is hereby deemed to be a "Security Agreement" under said code or similar statute, and Grantor is hereby deemed to be the "Debtor" and Grantee is hereby deemed to be the "Secured Party" thereunder. Grantor, and each successor and assign of Grantor, specifically agrees that it will join with Grantee in executing one or more financing statements pursuant to the Uniform Commercial Code in such form and with such parties signatory as Grantee or such successor or assign of Grantee may request, to be filed in such office or offices as Grantee or such successor or assign may deem necessary or desirable.);

all of the foregoing being hereinafter referred to as the "**Mortgaged Property.**"

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto the Trustee, and unto his successors and assigns subject to the lien of the Note and the lien of all other liens or encumbrances acceptable to Grantee;

IN TRUST, NEVERTHELESS, to secure the payment of the Note and debt above described and the performance of the covenants and agreements herein undertaken to be performed by Grantor; and subject to the following terms, conditions and uses, Grantor covenants and agrees with Grantee, its successors and assigns, as follows:

1. It will defend the title to and possession of the Mortgaged Property against the claims and demands of all persons whomsoever and keep the same free from all lien claims of every kind, and join in any other legal proceedings which may adversely affect the value of the

Mortgaged Property, all at its own expense; and as an alternative, or in addition thereto, Grantee may, in its discretion, employ counsel and defend such title and possession and oppose such lien claims or enter into any such other suits or proceedings, and shall be secured hereby and reimbursed for its attorneys fees, court costs and other expenditures so incurred.

2. It will neither commit nor suffer any waste with respect to the Mortgaged Property and will do nothing which would impair the present condition and value thereof.

3. It will pay all taxes and assessments, general and special, now payable and a lien against said Mortgaged Property; and will pay all such taxes and assessments, general and special, hereafter becoming payable with respect thereto, whether now or hereafter a lien thereon, before any penalty may be charged for the nonpayment or delinquency thereof.

4. It will keep the Improvements now located or hereafter erected on the Land constantly insured against loss by fire, and any other casualty(s) reasonably specified by Grantee, until the Note and all other sums secured hereby are fully paid. Said insurance shall be in amounts not less than the replacement value of the Mortgaged Property from time to time, shall be written by an insurance company(s) acceptable to Grantee, shall contain standard mortgagee payment provisions in favor of Grantee, and shall provide that the same may not be canceled without thirty (30) days advance written notice to Grantee. All such policies of insurance shall be delivered to Grantee prior to the effective date thereof, and Grantor shall furnish proof of payment of any premiums in connection therewith before the due date thereof. In the event of loss, Grantor will give immediate notice thereof to Grantee, which is authorized and empowered to make proof of loss if the same not be made promptly by Grantor; and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Grantee instead of to Grantor and Grantee jointly. If the insurance proceeds resulting from any such loss are insufficient, in Grantee's reasonable judgment, to provide for restoration and repair of the Mortgaged Property, and Grantor provides sufficient additional funds (in Grantee's judgment) for such purpose following reasonable notice from Grantee, then Grantee agrees to apply the total funds thus received to such restoration and repair; otherwise, such part of the insurance proceeds as may be made available to Grantee may be applied by it, at its option, either to a reduction of the indebtedness hereby secured or to the restoration or repair of the Mortgaged Property. In the event of foreclosure hereunder, the Trustee, his successor or assigns, are hereby granted full power to assign to the purchaser or purchasers at such foreclosure sale, any and all policies of insurance then in force with respect to the Mortgaged Property for the unexpired term thereof.

5. If Grantor shall fail to fully perform any of the above covenants, and such failure shall continue for a period of thirty (30) days following the date on which Grantee transmits written notice to Grantor specifying such failure, Grantee may discharge any or all of the taxes aforesaid which may have become delinquent, procure insurance as hereinbefore specified (or insurance in favor of Grantee alone) and pay the cost thereof, and pay or contest any lien or claim of title which may be superior to the lien hereof (including any judgment for the enforcement of any such lien or claim, with the costs of such suit), to the extent that such action shall be necessary to make good any default of Grantor in complying with the covenants hereof,

or to cure any other default on the part of Grantor; and all money so paid, as well as any and all money expended by Grantee by authority of the options hereinbefore granted it as to defense of title and possession and/or against lien claims, with interest thereon from the date of such payment at a rate of six percent (6%) per annum (the "**Interest Rate**"), shall be an additional debt secured by this Deed of Trust and shall be repaid by Grantor on demand. Nothing herein contained, however, shall require Grantee to defend said title, to extinguish such claims or liens against said Mortgaged Property, or to advance any money for any purpose above mentioned. In the event Grantee shall make any payment as provided under the terms of this paragraph, Grantee shall be subrogated to the lien, whether released of record or not, of any and all encumbrances and liens upon the Mortgaged Property or any part thereof which it may in any manner discharge.

6. That the aforesaid Note and indebtedness shall be paid according to its terms; and that this instrument shall at all times constitute a second priority mortgage lien on the Mortgaged Property which shall be preserved until full payment of said Note and indebtedness, or until fee simple title to the Mortgaged Property shall be vested in the purchaser thereof on foreclosure of said lien.

7. Grantee, by acceptance of this Deed of Trust, acknowledges this Deed of Trust is subordinate and subject to the rights of _____ (the "**First Priority Lender**") under that certain Deed of Trust dated _____, 2019 and recorded _____, 2019 in the office of the Recorder of Deeds for Platte County, Missouri (the "**First Deed of Trust**").

8. Subject to the terms and provisions of the First Deed of Trust, to further secure payment of the Note and the aforesaid indebtedness, Grantor hereby assigns to the Trustee and any successor in trust, all rents and income to accrue to Grantor under all present and future leases and rents of the Mortgaged Property and every part thereof, and directs all lessees and tenants thereunder to pay all rents which they may owe thereunder to the Trustee and any such successor; and on the occurrence of any default in paying said indebtedness or performing the covenants made by Grantor, then the Trustee or his successor may enter into possession of the Mortgaged Property and collect the rents, income and profits thereof in the name and behalf of Grantor (but without becoming a mortgagee in possession thereby) and apply the net proceeds therefrom against any indebtedness secured hereby, or a receiver may be appointed for such purpose without impairing any rights of Grantee hereunder; provided, however, that so long as there shall be no default in the matters aforesaid, and the agreements herein are faithfully performed, Grantor shall retain possession of the Mortgaged Property and have and apply to the use of Grantor all rents, income and profits from said Mortgaged Property. All leases and rental agreements aforesaid shall be subject to this Deed of Trust and not be binding on either the Trustee or Grantee.

9. Subject to the terms and provisions of the First Deed of Trust, Grantor further assigns and transfers to Grantee all awards of compensation or damage which may be made to it at any time by reason of the taking or condemnation of all or any portion of the Mortgaged Property for public use, and all verdicts, judgments and decrees awarding such damages, as additional and collateral security for the payment of the Note and all other indebtedness secured hereby from time to time, and Grantee shall be and hereby is empowered and authorized to

receive and collect such compensation or damages, and apply the same against the indebtedness hereby secured; but Grantee shall be under no obligation to exercise the option to collect and apply said money against said indebtedness. Grantee, in the event of such collection by it, shall also have the option to permit the application of all or any part of such condemnation proceeds to the repairing, restoration or rebuilding of improvements on any portion of the Mortgaged Property not taken or condemned, and in such event this Deed of Trust shall continue as a lien on said property and improvements as fully as if such improvements had remained in the condition in which they were when the lien hereof first attached thereto.

10. If publication of notice of sale hereunder be withdrawn at the request of Grantee, all expenses of the Trustee, together with a fee for his attorney for preparation and publication of such notice, shall be paid by Grantor on demand.

11. By execution and delivery hereof, Grantor becomes a tenant of the Trustee and any successors in trust hereunder until a foreclosure sale be held as hereinafter provided, at a rental of one cent per month, payable monthly in advance on demand, upon the condition that Grantor and all persons claiming or occupying said Mortgaged Property through or under it, shall pay said monthly rental on demand and surrender peaceable possession of said Mortgaged Property to the Trustee or any successor Trustee hereunder, or to the purchaser at any such foreclosure sale, within ten days after such sale and without any notice or demand for such possession.

12. Neither the taking of additional or substituted security for the payment of the indebtedness hereby secured from time to time, nor the failure to exercise any option to accelerate the maturity of said indebtedness in case of default, nor the extension of maturity of said indebtedness by agreement with any subsequent owner(s) of the aforesaid or any additional or substituted security, or any modification of any other term or condition of the Note secured hereby or of this instrument or otherwise, shall release or diminish the liability of the CID for payment of the Note and indebtedness hereby secured, or impair the security or rights of Grantee.

13. Although the Trustee or any successor in trust hereunder may be or become an agent or officer of, attorney for, or otherwise connected with Grantee or any subsequent owner or holder of the aforesaid Note and indebtedness, yet such Trustee may act hereunder and any such owner or holder, including Grantee or Grantee, may bid for and purchase any property sold hereunder, as if such Trustee were entirely disinterested.

14. No waiver or any breach of any agreement herein contained shall be taken as a waiver of any subsequent breach of the same or any other such agreement; and every right, privilege and option of Grantee herein shall be continuing and may be exercised whenever authorized hereunder as fully as on the first accrual of the right to exercise the same. The exercise of any option, power of appointment or substitution herein given, may be through any executive officer of a corporation, or the duly appointed attorney in fact of an individual.

15. This Deed of Trust is executed on the express condition that in the event of sale, transfer or conveyance of the Mortgaged Property by Grantor to any other person, corporation or entity without the written approval of Grantee, or the refinancing of any note which is secured by the Mortgaged Property without the written approval of Grantee, or if Grantor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Grantor or any part of the Mortgaged Property, or if Grantor files any petition or institutes any proceedings or is adjudicated a bankrupt under any state laws for the relief of debtors or the federal bankruptcy laws, then, on the happening of any one or more of such events, the whole of the indebtedness secured by this instrument may at any time thereafter be declared due and payable at once at the option of Grantee. The acceptance of one or more payments on the indebtedness secured hereby, if made by a party other than Grantor, shall not constitute approval by Grantee of any sale, transfer or conveyance of the property described herein, or a waiver of Grantee's right to accelerate the maturity of the indebtedness secured hereby.

16. In the event of a sale, transfer or conveyance by Grantor to an unaffiliated third-party of any lot comprising the Mortgaged Property that results in the release of said lot from the First Deed of Trust, Grantee, at Grantor's cost, shall release, and shall promptly execute all documents required to release, said lot from this Deed of Trust; provided, however, Grantee shall not be required to release said lot from this Deed of Trust unless the CID has been formed and special assessments have been levied against the lot by the CID.

17. Grantee or its representative may make or cause to be made reasonable entries upon and inspections of the Mortgaged Property, provided that Grantee shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Grantee's interest in the Mortgaged Property; and Grantor or its representatives shall be fully cooperative in allowing such inspections.

18. All of the covenants herein shall run with the real estate described in Exhibit A hereto and the Mortgaged Property thereon and be binding upon the Grantor and its respective successors or assigns.

19. If any provision of this Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

20. At Grantee's sole option and discretion, Grantee may make future advances and Grantor or the CID may incur future obligations at any time and from time to time in an aggregate amount not to exceed the amount set forth on the face hereof pursuant to Section 443.055 RSMo, as amended. Any such future advance or future obligation shall be a part of the secured indebtedness hereunder.

21. Grantor hereby unconditionally guarantees to Grantee the prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of any and all indebtedness and obligations of the CID to Grantee under the Note. Whenever any obligations of the CID under the Note are due and remain unpaid, Grantor will, on demand, make prompt payment of the amount due thereon. Grantor waives presentment of any instrument, demand for payment,

protest and notice of dishonor or nonpayment and Grantor waives all rights arising out of any statute now existing or hereafter enacted with respect to guaranty or suretyship and which may otherwise require Grantee at any time to take legal action against the CID. Grantor does hereby waive notice of the acceptance of this the guaranty set forth in this Deed of Trust and notice of any liability or obligation incurred by the CID. Grantor acknowledges and agrees that it has derived or will derive a financial advantage from the execution of the Note by the CID, and without limiting the general nature of the foregoing, specifically, Grantor acknowledges and agrees that the Note constitutes part of the purchase price of the Land under the Sale Contract, and that Grantor is obtaining ownership of the Land pursuant to the terms of the Sale Contract. Grantee has no obligation to inform Grantor, and Grantor agrees to assume all responsibility for keeping informed as to the CID's financial condition, including the possible non-payment and non-performance of the CID's obligations under the Note. Any indebtedness of the CID to Grantor is hereby subordinated in right of payment to the payment of amounts owing under the Note and this Deed of Trust. Grantor agrees that the terms of this paragraph may be enforced by Grantee against Grantor as if it were a separate written guaranty, and that Grantee may enforce the terms of this paragraph without first having to resort to a foreclosure sale of the Mortgaged Property hereunder. Grantor represents and warrants to Grantee that Grantor is deriving a substantial economic benefit in obtaining the Land from the Grantee under the Sale Contract and acknowledges that Grantee would not enter into the Sale Contract but for the obligations of the Grantor under this Deed of Trust, including Grantor's guaranty of the Note. Notwithstanding anything herein to the contrary, the sole source of payment of Grantor's guaranty shall be the Mortgaged Property and any proceeds of sale therefrom, and Grantor's guaranty obligations are subject and subordinate to any guaranty of obligations given by Grantor to the First Priority Lender.

22. The following notice is given pursuant to Section 432.047 of the Revised Statutes of Missouri; nothing contained in such notice shall be deemed to limit or modify the terms of this Deed of Trust. As used in the language below, the term "Creditor" means Grantee, "Borrower" means the Grantor, and the terms "the credit agreement" and "this writing" mean this Deed of Trust and the Note: "ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT."

NOW THEREFORE, if the said Note and the agreements by Grantor herein contained be faithfully kept and performed, then these presents shall be void and the Mortgaged Property hereinbefore conveyed shall be released from the lien hereof at the cost of Grantor; but if default be made in the payment of said Note or any part thereof when due and payable according to the tenor of said Note or this instrument, or in the faithful performance of any agreements herein contained within the time periods set forth herein, then the whole of said Note shall, at the option

of the holder(s) thereof, become due and payable at once without notice and be paid as hereinafter provided and this Deed of Trust shall remain in force and the Trustee, or his successor appointed as hereinafter provided, may proceed to sell the Mortgaged Property and any and every part thereof at public vendue, to the highest bidder for cash, at the front door of the Circuit Courthouse of Platte County, in Platte City, Missouri, or at such other place customarily used for such sales in the Count where the Land is located, after first giving notice of such sale by publication and mail as required by law; and upon such sale shall execute and deliver deed(s) conveying the property so sold to the purchaser(s) thereof, and any statement or recital of fact in any such deed(s) shall provide evidence of the truth of such statement or recital, and said Trustee, or his successors in said trust, shall receive the proceeds of said sale, out of which he shall pay in the following order: (1) Costs and expenses of executing the trust created and evidenced hereby, including the usual and reasonable compensation to the Trustee, his agents and attorneys, for all services rendered in connection with the trust estate and the sale thereof; (2) All monies with interest thereon as herein provided, which may have been expended under the terms of this Deed of Trust by any owner or legal holder of the Note and debt hereby secured and not evidenced by any note; (3) The unpaid principal of said Note and any extension(s) or renewal(s) thereof, and (4) The remainder of such proceeds of sale, if any, after the satisfaction in full of all expenses and indebtedness hereby secured, to Grantor or to those lawfully entitled to receive any such remainder.

Grantee shall have the right and power successively to remove the above-named Trustee or any successor Trustee and to appoint in writing (acknowledged and recorded) a successor to all of the rights and powers of the original Trustee.

This Deed of Trust shall constitute a financing statement recorded as a fixture filing in the real estate records of the county or counties in which the Mortgaged Property is situated with respect to any and all of the items specified above as part of the Mortgaged Property which may now be or hereafter become affixed to the real estate or the improvements thereon. This Deed of Trust covers goods which are or are to become fixtures; some of the Mortgaged Property described above are now or will hereafter be fixtures upon or attached to the real estate described in Exhibit A attached hereto and Grantor is the record owner thereof. In addition to the rights available to Grantee as a mortgagee of real property, Grantee shall also have all the rights, remedies and recourse available to a secured party under the UCC including the right to proceed either (i) separately from the real estate under the provisions of the UCC governing default as to any fixtures, personal property, or other property deemed non-realty which may be included in the Mortgaged Property, or (ii) in accordance with the procedures and remedies available pursuant to a foreclosure of real estate. If Grantee should elect to proceed separately as to fixtures, personal property, or other non-realty components of the Mortgaged Property, Grantor will make said property available to Grantee at a location designated by Grantee.

The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective successors and assigns of the parties hereto.

Whenever used herein, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "**Grantee**" shall

include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

Anything herein to the contrary notwithstanding, this Deed of Trust shall be a Second priority deed of trust, and shall be subordinate, junior and inferior with respect to rights given to Grantee hereunder concerning insurance and the proceeds thereof and concerning condemnation awards, and rents and income to accrue to Grantor under present and future leases, all such rights shall likewise be subordinate, junior and inferior to the rights of the holders of the First Deed of Trust.

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

GRANTOR:

PARKVILLE DEVELOPMENT 70, LLC,
a Missouri limited liability company

By: _____
Brian Mertz, Manager

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of February 2019, before me, the undersigned Notary Public, in and for said state, personally appeared Brian Mertz, Manager of Parkville Development 70, LLC, a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated and that the foregoing instrument was authorized by the members of said limited liability company, and he acknowledged execution thereof to be on behalf of and the free act and deed of said limited liability company.

Subscribed and sworn to me the day and year above written.

Notary Public: _____

Notary Seal:

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT F
CID Petition

(See attached)

**THE MEADOWS AT CREEKSIDE
COMMUNITY IMPROVEMENT DISTRICT**

**PETITION TO THE
CITY OF PARKVILLE, MISSOURI
FOR THE CREATION OF THE**

THE MEADOWS AT CREEKSIDE COMMUNITY IMPROVEMENT DISTRICT

Submitted January 17, 2019

As Amended and Restated January 31, 2019

{32601 / 69594; 834040.2 }

{32601 / 69594; 835566.3 }

**PETITION FOR THE CREATION OF THE
MEADOWS AT CREEKSIDE COMMUNITY IMPROVEMENT DISTRICT**

To the Board of Aldermen ("Board of Aldermen") of the City of Parkville, Missouri ("City"):

The undersigned petitioner ("Petitioner"), (1) being the owners of record owning more than fifty percent (50%) by assessed value of the real property within the boundaries of the hereinafter described and proposed The Meadows at Creekside Community Improvement District (the "District"), and (2) comprising more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the Board of Aldermen create such District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. (the "Act"). In support of this petition, as amended, (the "Petition"), the Petitioner set forth the following information in compliance with the CID Act.

1. Boundaries, Legal Description, and Map of District

The legal description of the District is attached hereto as Exhibit A. A map of the boundaries of the District is attached hereto as Exhibit B, confirming that the District is contiguous. The District is located entirely within corporate boundaries of the City. A summary of the parcels within the District owned by the Petitioner is attached hereto as Exhibit C.

2. Name of District

The name of the District is The Meadows at Creekside Community Improvement District.

3. Signatures May Not Be Withdrawn

Notice has been provided to all signers of the Petition that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. Five-Year Plan

A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be initially incurred is attached hereto as Exhibit D.

5. District Type

The District will be established as a political subdivision of the State of Missouri in accordance with the Act.

6. District Governance, Number of Directors

The District will be governed by a board of directors elected by the District, which board shall consist of five (5) members.

7. Board of Directors

a. Number. The District shall be governed by a Board of Directors (the "Board") consisting of 5 members, whom shall be appointed by the municipality in accordance with this petition.

b. Qualifications. Each member of the Board ("Director") shall meet the following requirements:

- (1) be at least 18 years of age;
- (2) be and must declare to be either an owner of real property within the District or an authorized representative of an owner, an owner of a business operating within the District, or a registered voter residing within the District, as provided in the CID Act;
- (3) be citizens of the United States and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution and § 67.1451.6, R.S.Mo; and
- (4) except for the initial directors named in this Petition, be nominated according to slates submitted as described in this Petition; or in the case of Interim Directors, be elected by the remaining Directors.

c. Initial Directors. The initial directors ("Initial Directors") and their respective terms shall be as follows:

Brian J. Mertz	4 years	Owner's Representative
Doug D. Owens	4 years	Owner's Representative
Joe Parents	2 years	City's Representative
Matthew Chapman	2 years	City's Representative
Nan Johnston	2 years	City's Representative

d. Terms. Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not

able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

- e. Successor Directors. Successor directors shall be appointed by the Mayor with the consent of the Board of Aldermen by resolution according to a slate submitted by the Executive Director to the City of Parkville, Missouri's City Clerk (the "City Clerk"). The slate of proposed Successor Directors shall include evidence in a form satisfactory to the City that each Successor Director meets the statutory qualifications to serve as Director pursuant to the CID Act and that the owner's representatives are duly authorized to serve as Directors.

Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from the Board of Aldermen at the next regular meeting of the Board of Aldermen, or (ii) return the slate to the Board with a request for alternates for any or all of the Board positions identified on the slate.

Should the Board of Aldermen refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate and within ten days of such refusal, the Board shall submit an alternative slate to the Mayor with two alternates for each of the Board positions requested by the Board of Aldermen.

Should the Mayor reject and return the slate to the Board, the Board shall within ten days of such refusal submit an alternative slate to the Mayor with two alternates for each of the Board positions requested by the Mayor. After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of the Board of Aldermen at the next regular meeting of the Board of Aldermen, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors shall be appointed by the Mayor with the consent of the Board of Aldermen.

In any event for the first 2 years of the existence of the District, and otherwise during the time that the District has any notes outstanding that are payable to the City, at least three (3) Directors in office shall be either (i) an elected or appointed official or employee of the City of Parkville or (ii) a member of the public appointed by the Mayor with the consent of the Board of Aldermen to represent the City of Parkville, and shall be designated as such (a "City Representative"). If at the time of submission of a slate of Successor Directors, the term of a City Representative is expiring, then such slate shall include the name of the City Representative to be appointed, who shall be a person designated by the Mayor with the consent of the Board of Aldermen.

If any such action by the Mayor or the Board of Alderman is not completed within a 30-day period, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Alderman according to the slate submitted.

8. Total Assessed Value

The total estimated assessed value of all real property located within the District, as reported by the Platte County Assessor's Office as of the date of this Petition is \$0.00. As depicted on Exhibit C, Petitioner owns real property within the District currently assessed at \$0.00 representing 100% of the assessed value of all of the real property within the District.

9. Determination of Blight

Petitioner is not seeking a determination of blight.

10. Proposed Length of Time

The life of the District shall begin from the effective date of the ordinance establishing the District, and shall be in existence for thirty (30) years to fund improvements and services, provided however the District's life may be automatically continued for successive ten year terms, until all of the project costs are satisfied, without having to submit a new petition subject to the condition precedent that the Board of Aldermen shall not have adopted a resolution disallowing such continuation prior to the date upon which any successive term would have commenced unless sooner terminated in accordance with Section 67.1481, R.S.Mo. of the Act.

11. Proposed Method of Financing District - Costs

The costs of the district improvements and services will be financed through a conventional secured loan, reimbursement agreement, bonds and/or notes issued by the District or other authorized body, any of which will be secured by the pledge of applicable revenue received from the imposition of a special assessment on property located within the District ("CID Special Assessment"). The costs of services shall only be paid by revenues of the district after the costs of improvements have been fully paid.

12. Sales Tax

The District will not impose a sales tax.

13. Maximum Rates of Business Licenses and Real Property Taxes

The District will impose no real property tax levy or business license taxes within the District.

{32601 / 69594; 834040.2 }

4

{32601 / 69594; 835566.3 }

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14. Method of Assessment and Maximum Rates of Special Assessments

The District shall be permitted to impose special assessments. The maximum rate of the special assessments and the method of each parcel are set forth in the Special Assessment Petition in Exhibit E (the "Special Assessment Petition") attached hereto and incorporated herein and made an integral part of this Petition. The special assessments shall be imposed once the improvements on each lot, parcel, or tract are constructed and a certificate of occupancy is issued.

By execution of this Petition, the Petitioner has executed the Special Assessment Petition and authorized the special assessments set forth in the Special Assessment Petition. Upon the City's adoption of an ordinance establishing the District according to the Act and as provided in this Petition, the Petitioner shall present the Special Assessment Petition to the Board of the District for its approval.

15. Limitations on Borrowing Capacity

Petitioner does not seek limitations on the borrowing capacity of the District.

16. Limitations on Revenue Generation

Petitioner does not seek limitations on the revenue generation of the District.

17. Other Limitations on District Powers

Petitioner does not seek limitations on the authority of the District, except as set forth in this Petition. The District shall have the full range of powers authorized under the provisions of the CID Act.

18. Audit

The City Auditor shall have the right to examine or audit the records of the District and shall require that the District make such records available to the City Auditor within ten (10) days after a written request for the same is made.

19. Severability / Exhibits

It is the intention of the Petitioner that the provisions of this Petition shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Petition. Accordingly, if any provision of this Petition shall be deemed invalid or unenforceable in whole or in part, this Petition shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Petition in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Petition by reference.

20. Request for Establishment

By execution and submission of this Petition, the Petitioner respectfully requests that the Board of Aldermen establish The Meadows at Creekside Community Improvement District as set forth in this Petition.

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[SIGNATURE PAGES FOLLOW]

{32601 / 69594; 834040.2 }

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{32601 / 69594; 835566.3 }

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IN WITNESS WHEREOF, I, the undersigned Petitioner, have executed the above foregoing Petition to create a Community Improvement District:

Name of Owner	City of Parkville
Owner's Telephone Number	(816) 741-7176
Owner's Mailing Address	8880 Clark Ave. Parkville, MO 64152
Name of Signer	Nan Johnston
Signer's Legal Authority to Sign	Mayor
Signer's Telephone Number	Same as above
Signer's Mailing Address	Same as above
Type of Entity	Fourth Class City
Map, Parcel Number and Assessed Value of Each Tract of Property Owned within the District	See following pages

By executing this Petition, the undersigned represents and warrants that she is legally authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned acknowledges that he or she has been given notice that his or her signature below may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk.

City of Parkville
a Fourth-Class City in Platte County, Missouri

By: *Nan Johnston*
Name: Nan Johnston
Its: Mayor
Date: February 1, 2019



STATE OF MISSOURI)
COUNTY OF Platte) ss.

BE IT REMEMBERED, that on this 1st day of February 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nan Johnston, of the City of Parkville, who executed the foregoing instrument on behalf of said City and he or she duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Melissa McChesney
NOTARY PUBLIC

My Commission Expires: 9-11-2022



MELISSA MCCHESNEY
My Commission Expires
September 11, 2022
Platte County
Commission #MS24621

{32601 / 69594; 834040.2 }

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{32601 / 69594; 835566.3 }

City of Parkville
The Meadows at Creekside CID
Parcel Numbers and Assessed Values (2018):

Map #	Parcel ID	Address	AV 2018
25	20-4.0-19-000-000-033.000	None (unplatted)	\$ 0
24	20-4.0-19-000-000-035.000	None (unplatted)	\$ 0
23	20-4.0-19-000-000-006.003	None (unplatted)	\$ 0
22	20-4.0-19-000-000-032.000	None (unplatted)	\$ 0
21	20-4.0-19-000-000-030.000	None (unplatted)	\$ 0
20	20-4.0-19-000-000-031.000	None (unplatted)	\$ 0
19	20-4.0-19-000-000-029.000	None (unplatted)	\$ 0
	Total		\$ 0

{32601 / 69594; 834040.2 }

8

{32601 / 69594; 835566.3 }

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City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I, Melissa McChesney, City Clerk of the City of Parkville, Missouri, state the following:

1. An amended petition to form The Meadows at Creekside Community Improvement District was filed with the City Clerk on January 31, 2019.
2. It has been determined on January 31, 2019, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.
3. On February 1, 2019, I delivered the verified petition to the Board of Aldermen.

Date: February 1, 2019


Melissa McChesney
City Clerk
City of Parkville, Missouri



EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT

All that part of the of Section 19, Township 51 North, Range 34 West of the 5th P.M., Platte County, Missouri, and being all or portions of parcels conveyed in Document 2016007192 in Book 1261 at Page 994, Document 2017001051 in Book 1273 at Page 913 and including all of Lot 1, OSEGUERA ESTATE, all of the Records of said Platte County, and described as follows:
Commencing at the Southwest corner of the Southeast Quarter of said Section 19; thence N 00°16'45" W, 660.00 feet to the True POINT OF BEGINNING;
thence N 00°16'45" W along the West line of said Southeast Quarter, 1965.54 feet to the Southwest corner of the Northeast Quarter of said Section 19;
thence N 00°13'43" E, along the West line of said Northeast Quarter, 657.19 feet to the Northwest corner of the South half of the Southwest Quarter of said Northeast Quarter;
thence S 89°56'27" E, along the North line of said South half, 1030.95 feet to the Northwest corner of a parcel of land conveyed by Quit Claim Deed in Book 1121 at Page 812 of the Records of said Platte County;
thence S 06°58'36" W, along said West line of said parcel, 265.88 feet to the Southwest corner thereof;
thence S 78°46'48" E, along the south line of said parcel extended, 322.78 feet to a point on the Easterly NW Brink-Myer Road right of way line;
thence Southwesterly along said right of way line along a non-tangent curve to the right, having a radius of 733.00 feet, an arc length of 163.26 feet and a chord which bears S 18°53'35" W, 162.92 feet;
thence S 25°16'26" W along said right of way line, 178.12 feet;
thence Southerly along said right of way line along a curve to the left, having a radius of 1465.50 feet, an arc length of 308.92 feet and having a chord which bears S 19°14'06" W, 308.35 feet;
thence S 78°10'21" E along said right of way line, 101.33 feet;
thence Easterly along said right of way line along a curve to the left, having a radius of 265.00 feet, an arc length of 84.86 feet and have a chord which bears S 87°20'46" E, 84.50 feet to a point on the East line extended of a parcel of land conveyed as Parcel B in said Document 2016007192;
thence S 02°39'55" W along the East line of said Parcel B, 62.88 feet to the Northwest corner of a Non-Exclusive Roadway for Ingress and Egress as established in the Quit Claim Deed conveyed in Document No. 50439 in Book 712 at Page 983 of the records of said Platte County and then continuing along the westerly, southerly and easterly lines of said easement along the following ten courses;
1) thence S 02°39'55" W, 227.80 feet;
2) thence S 07°17'25" W, 108.34 feet;
3) thence S 20°52'51" W, 50.81 feet;
4) thence S 53°53'47" W, 136.12 feet;
5) thence S 23°32'17" W, 265.39 feet;
6) thence S 66°27'43" E, 30.00 feet;
7) thence N 23°32'17" E, 257.25 feet;
8) thence N 53°53'47" E, 136.88 feet;
thence N 20°52'51" E, 63.28 feet;

{32601 / 69594; 834040.2 }

A-1

{32601 / 69594; 835566.3 }

9) thence N 07°17'24" E, 109.60 feet to a point on the North line of a parcel of land conveyed as Parcel A in said Document 2016007192;

Continuing along the northerly, easterly and southerly lines of said Parcel A, along the following 11 courses;

- 1) thence S 77°59'26" E, 48.46 feet;
 - 2) thence S 06°09'30" W, 93.83 feet;
 - 3) thence S 74°53'41" E, 451.39 feet;
 - 4) thence S 06°33'34" E, 242.44 feet;
 - 5) thence N 89°47'59" W, 380.72 feet;
 - 6) thence S 44°18'45" W, 817.43 feet;
 - 7) thence S 08°07'50" W, 301.78 feet;
 - 8) thence S 22°05'31" W, 167.14 feet;
 - 9) thence S 66°38'01" W, 322.43 feet;
 - 10) thence N 79°17'55" W, 245.01 feet;
 - 11) thence N 40°17'55" W, 148.22 feet to a point on the Southwesterly prolongation of the Easterly line of Lot 1 of said OSEGUERA ESTATE, and from which the southerly corner thereof bears N 42°17'11" E, 158.06 feet;
- thence N 41°12'18" W, 134.18 feet to the POINT OF BEGINNING.

EXCEPT the following described tract;

Commencing at the Southwest corner of the Northeast Quarter of said Section 19;
thence N 00°13'43" E, along the West line of said Northeast Quarter, 311.67 feet;
thence departing said West line, N 89°59'25" E, 151.51 feet;
thence S 00°18'26" E, 40.59 feet;
thence Easterly along a non-tangent curve to the right, having a radius of 200.00 feet, an arc length of 90.21 feet and a chord which bears S 76°30'49" E, 89.44 feet;
thence Easterly along a reverse curve to the left, having a radius of 200.00 feet, an arc length of 90.21 feet and a chord which bears S 76°30'49" E, 89.44 feet;
thence S 89°26'04" E, 179.77 feet;
thence N 00°33'56" E, 110.20 feet;
thence S 89°26'04" E, 221.78 feet;
thence S 00°33'56" W, 110.20 feet;
thence N 89°26'4" W, 59.84 feet;
thence S 00°33'56" W, 25.00 feet;
thence S 00°42'23" W, 87.15 feet;
thence S 00°27'32" W, 97.93 feet;
thence S 00°34'32" W, 101.15 feet;
thence S 04°26'21" E, 101.00 feet;
thence S 07°16'31" E, 209.43 feet;
thence S 17°10'00" E, 79.35 feet;
thence Westerly along non-tangent curve to the right, having a radius of 200.00 feet, an arc length of 34.53 feet and having a chord which bears S 77°46'45" W, 34.48 feet;
thence S 82°43'29" W, 94.28 feet;
thence S 07°14'28" E, 58.66 feet;

{32601 / 69594; 834040.2 }

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thence Southerly along a curve to the right, having a radius of 998.76 feet, an arc length of 183.97 feet and a chord which bears S 01°31'20" E, 183.71 feet;
 thence N 85°53'57" W, 149.06 feet;
 thence N 02°47'37" E, 97.57 feet;
 thence N 07°02'48" W, 632.98 feet;
 thence N 02°41'34" W, 150.61 feet;
 thence N 00°15'13" E, 47.64 feet;
 thence N 89°26'04" W, 53.20 feet;
 thence Northerly, Westerly and Southerly along a non-tangent curve to the left, having a radius of 13.46 feet, an arc length of 44.09 feet and having a chord which bears N 86°00'46" W, 26.86 feet;
 thence S 00°08'23" W, 218.66 feet;
 thence S 02°18'52" E, 107.59 feet;
 thence S 89°59'25" W, 303.11 feet to a point on the West line of the Southeast Quarter of said Section 19;
 thence N 00°16'45" W, along said West line, 119.96 feet to the POINT OF BEGINNING.

{32601 / 69594; 834040.2 }

A-3

{32601 / 69594; 835566.3 }

[illegible]

{32601 / 69594; 834040.2 }

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{32601 / 69594; 835566.3 }
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EXHIBIT C
PARCEL NUMBERS AND ASSESSED VALUES OF PROPERTY WITHIN DISTRICT

PETITIONER'S TRACTS:

City of Parkville:

Parcel ID	Address	AV 2018
20-4.0-19-000-000-033.000	None (unplatted)	\$ 0
20-4.0-19-000-000-035.000	None (unplatted)	\$ 0
20-4.0-19-000-000-006.003	None (unplatted)	\$ 0
20-4.0-19-000-000-032.000	None (unplatted)	\$ 0
20-4.0-19-000-000-030.000	None (unplatted)	\$ 0
20-4.0-19-000-000-031.000	None (unplatted)	\$ 0
20-4.0-19-000-000-029.000	None (unplatted)	\$ 0
Total		\$ 0

PETITIONER'S PERCENTAGE OF TOTAL CID ASSESSED VALUE:

Total AV Petitioner's Parcel		\$ 0
Total AV CID		\$ 0
Percentage of Total AV		100%

{32601 / 69594; 834040.2 }

C-1

{32601 / 69594; 835566.3 }

EXHIBIT D

FIVE-YEAR PLAN OF DISTRICT

A. General. The District will be established for the purposes of providing funding for the financing, design, construction, demolition, removal, renovation, reconstruction or rehabilitation of certain improvements or portions thereof, located within the District and related improvements and structures, as authorized pursuant to the Act and R.S.Mo. § 67.1461.2. Such improvements and renovations are described as those projects eligible for funding or reimbursement from CID revenue as shown in greater detail in the budget described below. The District's purposes also include providing funding for the initial startup costs, costs of providing services and ongoing operating costs of the District.

B. Purposes. The purposes of the District are to:

- (1) Form and govern the District in accordance with the Act and the revised statutes of the State of Missouri;
- (2) Provide or cause to be provided for the benefit of the District, certain improvements and services as initially described herein;
- (3) Issue CID Obligations including without limitations bonds, notes and/or obtain other financing for the costs, expenditures, and undertakings of the District;
- (4) Acquire by purchase, lease, gift, grant, bequest, devise, or otherwise, any real property within its boundaries, personal property, or any interest in such property;
- (5) To assess and collect the CID Special Assessment in order to provide a source of repayment for CID Obligations issued to finance the costs of the District; and
- (6) Such other purposes authorized by the Act.

C. District Administrative/Operation Costs. The administrative/operational services to be performed by the District shall include, but not be limited to, the following:

- (1) Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the Act and the revised statutes of the State of Missouri;
- (2) Developing funding sources, including the levying of the CID Special Assessment, necessary in order to pay for the required costs and expenses of the District in a manner authorized by the Act;
- (3) Providing such accountings, reports and communications as are required by the Act;
- (4) Employing or contracting for necessary agents, attorneys, engineers, appraisers, construction managers, environmental inspectors and experts of various types and descriptions in order to obtain competent plans and contracts for the construction

{32601 / 69594; 834040.2 }

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(such term to include, inter alia, construction, demolition, removal, renovation, reconstruction or rehabilitation) of improvements and provision of services;

- (5) Arranging for the construction of improvements in accordance with approved plans for same;
- (6) Complying with the terms and conditions of the ordinance of the City authorizing the creation of the District; and
- (7) Other administrative/operational services authorized by the Act.

D. District Services. The District is authorized to provide all of those services authorized by the Act, including maintenance of public improvements and public and private property within the District, and supporting business activity and economic development in the District, including, but not limited to, the promotion of business activity, development and retention, and the recruitment of businesses. Such services shall only be paid by revenues of the district after the costs of improvements have been fully paid. As the District does not anticipate initially providing such services, the estimated cost for services of the District is \$0.

E. District Projects. The District Projects to be constructed by the District shall include, but not be limited to the following costs necessary for the construction of the following public improvements within the District:

Project Costs	
	Total
Public Improvements:	
Land / NID Improvement Access	\$ 4,800,000
Sanitary Sewer, Storm Sewer, Water Main	\$ 1,306,000
Roadway, Curbs, Gutters	\$ 783,000
Grading and site prep	\$ 570,000
Hardscape / Landscape	\$ 795,000
Walking Trails	\$ 350,000
Site Utility	\$ 275,000
General Conditions	\$ 150,000
Contingency	\$ 422,900
Total Public Improvements	\$ 9,451,900
Soft Costs	
Professional Services	\$ 445,000
Financing Costs	\$ 275,000
Development Fee	\$ 388,644
Total Soft Costs	\$ 1,108,644
TOTAL PROJECT COSTS	\$ 10,560,544

Amounts set forth above excluding Land / NID Improvement Access are net estimated cost reimbursements and do not include (other than certain limited interest and financing costs during

{32601 / 69594; 834040.2 }

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the construction and ramp-up period to stabilization) interest expenses, financing expenses, fees, or costs of issuance for bonds, notes, or any other financing instrument, all of which are eligible costs of the District.

Amounts set forth in the Land / NID Improvement Access row totaling approximately \$4.8 million are gross reimbursable project cost reimbursements.

The cost estimates set forth in this Budget are reasonable best estimates at the time of approval of this District and it is agreed to and understood that such estimates are subject to change as part of the development process. The amounts and descriptions set forth in the above line items are not caps or limitations. Any such limitation on reimbursement shall only be subject to statutory restrictions.

F. Special Assessment. The Meadows at Creekside Community Improvement District shall impose a special assessment upon the areas identified equal to and in the manner described as follows:

- (1) **Apartment Unit / Single-Family Home Assessment.** Upon the issuance of a certificate of occupancy for an apartment unit or single-family residence within the District (a "Completed Apartment Unit" and "Completed Single-Family Home" respectively) and beginning with the first assessment period ending December 31, 2020, each Completed Apartment Unit shall be subject to an assessment equal to \$1,737 and each Completed Single-Family Home shall be subject to an assessment equal to \$400. Notwithstanding the foregoing, the assessment on each Completed Apartment Unit shall be \$0 if the apartments have not been granted a Chapter 100 property tax abatement for the assessment period.
- (2) **Land Assessment.** In the event that less than 173 apartment units are completed by December 31, 2021, then beginning with the assessment period ending December 31, 2021 and for each assessment period thereafter, the land in the District that is (a) subject to a deed of trust held by the City and is not owned by the City, and (b) does not contain Completed Apartment Units shall be subject to the Land Assessment. The Land Assessment shall be calculated by the following formula on land within the District.
 - i. First, the Land Assessment amount is determined by subtracting from Three Hundred Thousand Dollars (\$300,000) the amount of Apartment Unit / Single-Family Home Assessments assessed pursuant to the preceding paragraph during the assessment period ("Land Assessment Amount").
 - ii. Second, the Land Assessment Amount shall be allocated seventy-five percent (75%) to the portion of the 442,134 square feet of apartment land designated for the construction of apartment buildings that does not contain Completed Apartment Units. This amount shall be divided by the square footage of the apartment land area subject to the Land Assessment to determine the assessment per square foot of apartment land.

{32601 / 69594; 834040.2 }

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{32601 / 69594; 835566.3 }

- iii. Third, the remaining twenty-five percent (25%) of the Land Assessment Amount shall be allocated pro-rata to each lot designated for construction of a single-family home within the District that does not contain a Completed Single-Family Home.

G. Term. The term for the special assessment shall be 16 years for each apartment unit and 30 years for each single-family home.

H. Timing. The commencement of the construction of improvements are anticipated to occur within the first year of the District's existence, and the levy and collection of the CID Special Assessment is anticipated to occur after the first year of the District's existence.

I. Initial Start Up Costs. All costs associated with the formation of the District, including, but not limited to, the drafting, filing and prosecuting of this Petition, the negotiation of any and all agreements between the District and the City, including but not limited to legal fees, insurance and accounting and finance fees.

{32601 / 69594; 834040.2 }

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{32601 / 69594; 835566.3 }

EXHIBIT E

SPECIAL ASSESSMENT PETITION

The Meadows at Creekside Community Improvement District (the "District") shall be authorized to levy special assessments against real property benefited within the District for the purpose of providing revenue to fund certain improvements within the District and/or to pay the cost of services authorized to be provided in the petition to establish the District, such special assessments to be levied against each tract, lot, or parcel of real property listed below within the District which receives special benefit as a result of such service and/or projects, the cost of which shall be assessed as follows:

- (1) **Apartment Unit / Single-Family Home Assessment.** Upon the issuance of a certificate of occupancy for an apartment unit or single-family residence within the District (a "Completed Apartment Unit" and "Completed Single-Family Home" respectively) and beginning with the first assessment period ending December 31, 2020, each Completed Apartment Unit shall be subject to an assessment equal to \$1,737 and each Completed Single-Family Home shall be subject to an assessment equal to \$400. Notwithstanding the foregoing, the assessment on each Completed Apartment Unit shall be \$0 if the apartments have not been granted a Chapter 100 property tax abatement for the assessment period.
- (2) **Land Assessment.** In the event that less than 173 apartment units are completed by December 31, 2021, then beginning with the assessment period ending December 31, 2021 and for each assessment period thereafter, the land in the District that is (a) subject to a deed of trust held by the City and is not owned by the City, and (b) does not contain Completed Apartment Units shall be subject to the Land Assessment. The Land Assessment shall be calculated by the following formula on land within the District.
 - i. First, the Land Assessment amount is determined by subtracting from Three Hundred Thousand Dollars (\$300,000) the amount of Apartment Unit / Single-Family Home Assessments assessed pursuant to the preceding paragraph during the assessment period ("Land Assessment Amount").
 - ii. Second, the Land Assessment Amount shall be allocated seventy-five percent (75%) to the portion of the 442,134 square feet of apartment land designated for the construction of apartment buildings that does not contain Completed Apartment Units. This amount shall be divided by the square footage of the apartment land area subject to the Land Assessment to determine the assessment per square foot of apartment land.
 - iii. Third, the remaining twenty-five percent (25%) of the Land Assessment Amount shall be allocated pro-rata to each lot designated for construction of a single-family home within the District that does not contain a Completed Single-Family Home.

{32601 / 69594; 834040.2 }

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{32601 / 69594; 835566.3 }

The method of assessment reflects the additional site-work costs properly allocable to the apartment units and the assessment period. Notwithstanding anything to the contrary in the foregoing, the real property within the District owned by the City and/or the District shall not be subject to special assessments unless the Board of Aldermen of the City approves the levy assessments on all or some portion of the property in the District owned by the City by Ordinance.

The existing tracts of land located within the District which will receive special benefit from the services and/or improvements are as follows:

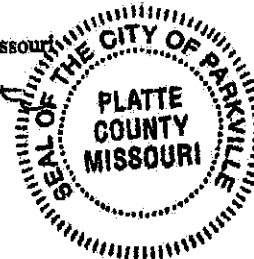
City of Parkville:

Parcel ID	Address	AV 2018
20-4.0-19-000-000-033.000	None (unplatted)	\$ 0
20-4.0-19-000-000-035.000	None (unplatted)	\$ 0
20-4.0-19-000-000-006.003	None (unplatted)	\$ 0
20-4.0-19-000-000-032.000	None (unplatted)	\$ 0
20-4.0-19-000-000-030.000	None (unplatted)	\$ 0
20-4.0-19-000-000-031.000	None (unplatted)	\$ 0
20-4.0-19-000-000-029.000	None (unplatted)	\$ 0
Total		\$ 0

By executing this Petition, the undersigned represents and warrants that she is legally authorized to execute this Petition on behalf of the property owner named immediately above and that said property owner consents to the imposition of the special assessments herein described in this Petition.

City of Parkville
a Fourth-Class City in Platte County, Missouri

By: Nan Johnston
Name: Nan Johnston
Its: Mayor
Date: February 1, 2019



STATE OF MISSOURI)
COUNTY OF Platte) ss.

BE IT REMEMBERED, that on this 1st day of February, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nan Johnston, of the City of Parkville, who executed the foregoing instrument on behalf of said City and he or she duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

{32601 / 69594; 834040.2 }

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My Commission Expires: 9-11-2022

Melissa McChesney
NOTARY PUBLIC



MELISSA MCCHESNEY
My Commission Expires
September 11, 2022
Clay County
Commission #14524521

{32601 / 69594; 834040.2 }

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{32601 / 69594; 835566.3 }

EXHIBIT G

Form of Phase II Note

PROMISSORY NOTE

\$2,000,000.00

_____, 2019
Parkville, Missouri

Agreement to Pay. FOR VALUE RECEIVED, the undersigned, **THE MEADOWS AT CREEKSIDE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district ("**Borrower**"), whose mailing address is _____, hereby agrees and promises to pay to the order of the **CITY OF PARKVILLE, MISSOURI** (the "**City**"), at its principal office and mailing address at 8880 Clark Avenue, Parkville, Missouri 64152, or such other place as the City may from time to time designate, the principal sum of Two Million Dollars (\$2,000,000.00) or so much as may from time to time remain outstanding, payable in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment.

Payments of Principal. This Promissory Note shall be paid as follows:

Reference is made to that certain resolution of the Board of Directors of the Borrower passed on _____, 2019, which provides for the levy of special assessments against certain real property located in Platte County, Missouri, as more specifically described therein (the "**Property**"). Special assessments, together with any interest and penalties, received pursuant to such levy are hereafter referred to as "**CID Proceeds**".

The first \$300,000 of CID Proceeds received in any calendar year by the Borrower shall be paid to the City, or retained by the City if such amounts are paid directly to the City. All CID Proceeds in any calendar year in excess of Three Hundred Thousand Dollars (\$300,000.00) shall be paid to or retained by the Borrower.

The amounts due hereunder shall be paid solely from the CID Proceeds and in installments which shall be paid by or at the direction of Borrower within twenty (20) days from the Borrower's receipt thereof (if not previously paid directly to the City).

All amounts hereunder shall be due and payable on the earlier of (i) twenty (20) days of the date on which sufficient CID Proceeds have been paid to the City in satisfaction of all amounts due hereunder; or (ii) December 31, 2037 ("**Maturity Date**").

Late Charge. Any payment due hereunder not made by the Borrower when due shall be subject to a late payment charge equal to five percent (5%) of the payment. The late charge shall

apply individually to all payments past due with no daily adjustment and shall be used to defray the costs of the City incident to collecting such late payment.

Security. This Promissory Note is given to evidence a loan in the above amount and is the Note referred to in and secured by a Second Deed of Trust encumbering the Property, executed by Parkville Development 70, LLC, a Missouri limited liability company ("**Parkville Development**").

Default and Acceleration. The occurrence of a default under this Note or under the Second Deed of Trust described above shall constitute an Event of Default hereunder ("**Event of Default**"). Upon the occurrence of an Event of Default hereunder, the entire unpaid principal balance together, and all other obligations arising under this Promissory Note shall become, without notice, immediately due and payable at the option of the City.

Prepayment Privilege. The indebtedness evidenced hereby may be prepaid in whole or in part any time by the Borrower and/or Parkville Development.

Time of the Essence. Time is of the essence with regard to the performance of the obligations of Borrower in this Promissory Note and each and every term, covenant and condition herein by or applicable to Borrower.

Governing Law. This Promissory Note and the rights and obligations of all parties hereunder shall be governed by and construed in accordance with the laws of the State of Missouri.

Jurisdiction. The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Promissory Note may be brought in Platte County, Missouri (b) consent to the non-exclusive jurisdiction of such court in any suit, action or proceeding, and (c) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in such court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

Waivers.

Borrower and all persons or entities liable for all or part of the principal balance evidenced by this Promissory Note severally hereby waive presentment for payment, protest, notice of non-payment and notice of dishonor.

Borrower and all persons and entities liable for all or part of the principal balance evidenced by this Promissory Note hereby consent, without affecting their liability, to the granting, with or without notice, of any extension or alteration of time for payment of any sum or sums due hereunder or under the Promissory Note or for the performance of any covenant, condition or agreement contained herein or therein, or the taking or releasing or subordinating of any security for the indebtedness evidenced hereby, or the acceptance of additional security of any kind, or any other modification or amendment of this Promissory Note, any release of, or resort to any party liable for payment hereof, and

agree that such action will in no way release or discharge the liability of such parties, whether or not granted or done with the knowledge or consent of such parties.

Borrower and all persons and entities liable for all or a part of the principal balance evidenced by this Promissory Note hereby waive and renounce, to the extent permitted by applicable law, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisal, exemption and homestead now provided, or which may hereafter be provided, by the State of Missouri

Borrower Not Released. No delay or omission of the City to exercise any of its rights and remedies under this Promissory Note at any time following the happening of an Event of Default shall constitute a waiver of the right of the City to exercise such rights and remedies at a later time by reason of such Event of Default or by reason of any subsequently occurring Event of Default. The acceptance by the City of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the City's right to either require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.

Business Purpose. Borrower represents and warrants to the City that the indebtedness evidenced by this Promissory Note is a business loan transacted solely for the purpose of carrying on the business of Borrower and not a consumer transaction and that the Property does not constitute the homestead of Borrower.

Severability. The parties hereto intend and believe that each provision of this Promissory Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Promissory Note is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Promissory Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of Borrower and the City under the remainder of this Promissory Note shall continue in full force and effect.

Remedies Cumulative. The remedies of the City as provided in this Promissory Note and the warranties contained herein or therein shall be cumulative and concurrent, may be pursued singly, successively or together at the sole discretion of the City, may be exercised as often as occasion for their exercise shall occur and in no event shall the failure to exercise any such right or remedy be construed as a waiver or release of such right or remedy. No remedy under this Promissory Note conferred upon or reserved to the City is intended to be exclusive of any other remedy provided in this Promissory Note or provided by law, but each shall be cumulative and shall be in addition to every other remedy given under this Promissory Note or now or hereafter existing at law or in equity or by statute.

No Oral Modification. This Promissory Note may not be modified or discharged orally, but only by an agreement in writing signed by the City and the Borrower.

Replacement Promissory Note. Upon receipt of evidence reasonably satisfactory to the City of the loss, theft, destruction or mutilation of this Promissory Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Borrower or, in the case of any such mutilation, upon surrender and cancellation of this Promissory Note, Borrower will execute and deliver to the City in lieu thereof, a replacement note dated as of the date of this Promissory Note, identical in form and substance to this Promissory Note and upon such execution and delivery all references in the Loan Documents to this Promissory Note shall be deemed to refer to such replacement note.

WAIVER OF JURY TRIAL. THE CITY BY ITS ACCEPTANCE HEREOF AND THE BORROWER HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS PROMISSORY NOTE OR CONCERNING THE INDEBTEDNESS EVIDENCED HEREBY AND/OR ANY COLLATERAL SECURING SUCH INDEBTEDNESS, REGARDLESS OF WHETHER SUCH ACTION OR PROCEEDING CONCERNS ANY CONTRACTUAL OR TORTIOUS OR OTHER CLAIM. THE BORROWER ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE CITY IN EXTENDING CREDIT TO THE BORROWER, THAT THE CITY WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT THE BORROWER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

Headings. The headings or captions contained in this Promissory Note are solely for convenience of reference and shall not affect its interpretation.

IN WITNESS WHEREOF, the Borrower has executed this Promissory Note as of the date and year first above written.

THE MEADOWS AT CREEKSIDE
COMMUNITY IMPROVEMENT DISTRICT,
a Missouri community improvement district

By: _____
Name: _____
Title: _____

EXHIBIT G-1
Form of Phase II Second Deed of Trust

Title of Document:	SECOND DEED OF TRUST
Date of Document:	_____, 2019
Grantor:	Parkville Development 70, LLC
Grantor's Mailing Address:	7607 NW John Anders Road, Kansas City, Missouri 64152
Grantee:	City of Parkville, Missouri
Grantee's Mailing Address:	8880 Clark Ave., Parkville, MO 64152
Legal Description:	See Exhibit A

SECOND DEED OF TRUST

THIS SECOND DEED OF TRUST SECURES ALL CONTRACTUAL ADVANCES, WHETHER CONTAINED HEREIN OR OTHERWISE, THAT MAY BE MADE BY GRANTEE TO GRANTOR OR THE CID (DEFINED HEREIN) OR ANY FUTURE CONTRACTUAL OBLIGATIONS, WHETHER CONTAINED HEREIN OR OTHERWISE OF GRANTOR OR THE CID TO GRANTOR UP TO A TOTAL AMOUNT OF \$5,000,000 PLUS

{32601 / 69594; 835566.3 }

INTEREST. THIS DEED OF TRUST SHALL BE GOVERNED BY THE PROVISIONS OF SECTION 443.055 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED ("RSMO").

THIS SECOND DEED OF TRUST ("**Deed Of Trust**") made and entered into as of this ____ day of February 2019, by Parkville Development 70, LLC ("**Grantor**"), a Missouri limited liability company, with an address of 7607 NW John Anders Road, Kansas City, Missouri 64152 to Sandra S. Watts, with a mailing address of 4510 Belleview, Suite 300, Kansas City, Missouri 64111 ("**Trustee**") and the City of Parkville, Missouri, a Missouri municipality, whose address is 8880 Clark Ave., Parkville, Missouri 64152 ("**Grantee**")

WITNESSETH

WHEREAS, Grantor is the owner of the Land (defined herein) located in Platte County, Missouri; and

WHEREAS, Grantor acquired the Land from Grantee pursuant to that certain Real Estate Purchase Agreement dated _____, 2019 (the "**Sale Contract**"); and

WHEREAS, under the Sale Contract, the Grantor paid Grantee Four Hundred Thousand and No/100ths Dollars (\$400,000.00) in cash for the Land and, as additional consideration for the sale of the Land to Grantor by Grantee, The Meadows at Creekside Community Improvement District, a Missouri community improvement district formed by Grantor and Grantee (the "CID") executed a non-interest bearing Promissory Note in favor of Grantee dated of even date herewith in the amount of Two Million and No/100ths Dollars (\$2,000,000.00) (the "**Note**"); and

WHEREAS, Grantor is delivering this Deed of Trust to secure the Note and Grantor's limited guaranty of the Note set forth in this instrument.

NOW, THEREFORE, in consideration of the indebtedness evidenced by the Note and the trust hereinafter described, and in order to secure the payment of the Note according to the true intent and purpose thereof, and any sums which may be advanced by the holder thereof pursuant thereto, and any expenses of said holder in enforcing or attempting to enforce payment of the Note, and any other sums advanced hereunder or thereunder, including without limitation, counsel fees and disbursements, and to secure the due and prompt observance of the covenants, conditions and agreements hereof and of the Note and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby grants, bargains and sells, conveys and confirms, assigns, transfers and sets over, mortgages and warrants unto the Trustee, its successors and assigns in trust with power of sale, all of the following property:

- a. The lands and premises particularly described in Exhibit A attached hereto and made a part hereof, together with all and singular the tenements, hereditaments,

easements, rights-of-way and appurtenances thereto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein and in the streets and ways and areas adjacent thereto (the "**Land**");

b. All buildings and other improvements now or hereafter located on the Land, together with all building materials, mechanical equipment and other component parts thereof located on the Land during any period of construction (the "**Improvements**"); and

c. All machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever now owned or hereafter acquired by Grantor, which may now or hereafter be placed in any building(s) or other improvement(s) now or hereafter constructed, rehabilitated, renovated, improved or placed upon said Land or any part thereof, and whether used or procured for use in connection with the operation and maintenance of said building(s) or improvement(s) or the operation of any business of Grantor conducted on or from said building(s) or improvement(s), all of which machinery, apparatus, equipment, fittings and fixtures are hereby declared, determined and agreed to be part and parcel of said lands and premises and appropriated to the use thereof, whether affixed or annexed thereto or not, and shall for the purposes of this Deed of Trust be deemed conclusively to be real estate and conveyed hereby as security for the payment and performance herein mentioned. (It is agreed that to the extent any of the property described or referred to in this Deed of Trust is governed by the provisions of the Uniform Commercial Code (the "UCC") or any similar statute adopted by the State of Missouri, this Deed of Trust is hereby deemed to be a "Security Agreement" under said code or similar statute, and Grantor is hereby deemed to be the "Debtor" and Grantee is hereby deemed to be the "Secured Party" thereunder. Grantor, and each successor and assign of Grantor, specifically agrees that it will join with Grantee in executing one or more financing statements pursuant to the Uniform Commercial Code in such form and with such parties signatory as Grantee or such successor or assign of Grantee may request, to be filed in such office or offices as Grantee or such successor or assign may deem necessary or desirable.);

all of the foregoing being hereinafter referred to as the "**Mortgaged Property**."

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto the Trustee, and unto his successors and assigns subject to the lien of the Note and the lien of all other liens or encumbrances acceptable to Grantee;

IN TRUST, NEVERTHELESS, to secure the payment of the Note and debt above described and the performance of the covenants and agreements herein undertaken to be performed by Grantor; and subject to the following terms, conditions and uses, Grantor covenants and agrees with Grantee, its successors and assigns, as follows:

23. It will defend the title to and possession of the Mortgaged Property against the claims and demands of all persons whomsoever and keep the same free from all lien claims of every kind, and join in any other legal proceedings which may adversely affect the value of the Mortgaged Property, all at its own expense; and as an alternative, or in addition thereto, Grantee may, in its discretion, employ counsel and defend such title and possession and oppose such lien claims or enter into any such other suits or proceedings, and shall be secured hereby and reimbursed for its attorneys fees, court costs and other expenditures so incurred.

24. It will neither commit nor suffer any waste with respect to the Mortgaged Property and will do nothing which would impair the present condition and value thereof.

25. It will pay all taxes and assessments, general and special, now payable and a lien against said Mortgaged Property; and will pay all such taxes and assessments, general and special, hereafter becoming payable with respect thereto, whether now or hereafter a lien thereon, before any penalty may be charged for the nonpayment or delinquency thereof.

26. It will keep the Improvements now located or hereafter erected on the Land constantly insured against loss by fire, and any other casualty(s) reasonably specified by Grantee, until the Note and all other sums secured hereby are fully paid. Said insurance shall be in amounts not less than the replacement value of the Mortgaged Property from time to time, shall be written by an insurance company(s) acceptable to Grantee, shall contain standard mortgagee payment provisions in favor of Grantee, and shall provide that the same may not be canceled without thirty (30) days advance written notice to Grantee. All such policies of insurance shall be delivered to Grantee prior to the effective date thereof, and Grantor shall furnish proof of payment of any premiums in connection therewith before the due date thereof. In the event of loss, Grantor will give immediate notice thereof to Grantee, which is authorized and empowered to make proof of loss if the same not be made promptly by Grantor; and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Grantee instead of to Grantor and Grantee jointly. If the insurance proceeds resulting from any such loss are insufficient, in Grantee's reasonable judgment, to provide for restoration and repair of the Mortgaged Property, and Grantor provides sufficient additional funds (in Grantee's judgment) for such purpose following reasonable notice from Grantee, then Grantee agrees to apply the total funds thus received to such restoration and repair; otherwise, such part of the insurance proceeds as may be made available to Grantee may be applied by it, at its option, either to a reduction of the indebtedness hereby secured or to the restoration or repair of the Mortgaged Property. In the event of foreclosure hereunder, the Trustee, his successor or assigns, are hereby granted full power to assign to the purchaser or purchasers at such foreclosure sale, any and all policies of insurance then in force with respect to the Mortgaged Property for the unexpired term thereof.

27. If Grantor shall fail to fully perform any of the above covenants, and such failure shall continue for a period of thirty (30) days following the date on which Grantee transmits written notice to Grantor specifying such failure, Grantee may discharge any or all of the taxes aforesaid which may have become delinquent, procure insurance as hereinbefore specified (or

insurance in favor of Grantee alone) and pay the cost thereof, and pay or contest any lien or claim of title which may be superior to the lien hereof (including any judgment for the enforcement of any such lien or claim, with the costs of such suit), to the extent that such action shall be necessary to make good any default of Grantor in complying with the covenants hereof, or to cure any other default on the part of Grantor; and all money so paid, as well as any and all money expended by Grantee by authority of the options hereinbefore granted it as to defense of title and possession and/or against lien claims, with interest thereon from the date of such payment at a rate of six percent (6%) per annum (the "**Interest Rate**"), shall be an additional debt secured by this Deed of Trust and shall be repaid by Grantor on demand. Nothing herein contained, however, shall require Grantee to defend said title, to extinguish such claims or liens against said Mortgaged Property, or to advance any money for any purpose above mentioned. In the event Grantee shall make any payment as provided under the terms of this paragraph, Grantee shall be subrogated to the lien, whether released of record or not, of any and all encumbrances and liens upon the Mortgaged Property or any part thereof which it may in any manner discharge.

28. That the aforesaid Note and indebtedness shall be paid according to its terms; and that this instrument shall at all times constitute a second priority mortgage lien on the Mortgaged Property which shall be preserved until full payment of said Note and indebtedness, or until fee simple title to the Mortgaged Property shall be vested in the purchaser thereof on foreclosure of said lien.

29. Grantee, by acceptance of this Deed of Trust, acknowledges this Deed of Trust is subordinate and subject to the rights of _____ (the "**First Priority Lender**") under that certain Deed of Trust dated _____, 2019 and recorded _____, 2019 in the office of the Recorder of Deeds for Platte County, Missouri (the "**First Deed of Trust**").

30. Subject to the terms and provisions of the First Deed of Trust, to further secure payment of the Note and the aforesaid indebtedness, Grantor hereby assigns to the Trustee and any successor in trust, all rents and income to accrue to Grantor under all present and future leases and rents of the Mortgaged Property and every part thereof, and directs all lessees and tenants thereunder to pay all rents which they may owe thereunder to the Trustee and any such successor; and on the occurrence of any default in paying said indebtedness or performing the covenants made by Grantor, then the Trustee or his successor may enter into possession of the Mortgaged Property and collect the rents, income and profits thereof in the name and behalf of Grantor (but without becoming a mortgagee in possession thereby) and apply the net proceeds therefrom against any indebtedness secured hereby, or a receiver may be appointed for such purpose without impairing any rights of Grantee hereunder; provided, however, that so long as there shall be no default in the matters aforesaid, and the agreements herein are faithfully performed, Grantor shall retain possession of the Mortgaged Property and have and apply to the use of Grantor all rents, income and profits from said Mortgaged Property. All leases and rental agreements aforesaid shall be subject to this Deed of Trust and not be binding on either the Trustee or Grantee.

31. Subject to the terms and provisions of the First Deed of Trust, Grantor further assigns and transfers to Grantee all awards of compensation or damage which may be made to it at any time by reason of the taking or condemnation of all or any portion of the Mortgaged Property for public use, and all verdicts, judgments and decrees awarding such damages, as additional and collateral security for the payment of the Note and all other indebtedness secured hereby from time to time, and Grantee shall be and hereby is empowered and authorized to receive and collect such compensation or damages, and apply the same against the indebtedness hereby secured; but Grantee shall be under no obligation to exercise the option to collect and apply said money against said indebtedness. Grantee, in the event of such collection by it, shall also have the option to permit the application of all or any part of such condemnation proceeds to the repairing, restoration or rebuilding of improvements on any portion of the Mortgaged Property not taken or condemned, and in such event this Deed of Trust shall continue as a lien on said property and improvements as fully as if such improvements had remained in the condition in which they were when the lien hereof first attached thereto.

32. If publication of notice of sale hereunder be withdrawn at the request of Grantee, all expenses of the Trustee, together with a fee for his attorney for preparation and publication of such notice, shall be paid by Grantor on demand.

33. By execution and delivery hereof, Grantor becomes a tenant of the Trustee and any successors in trust hereunder until a foreclosure sale be held as hereinafter provided, at a rental of one cent per month, payable monthly in advance on demand, upon the condition that Grantor and all persons claiming or occupying said Mortgaged Property through or under it, shall pay said monthly rental on demand and surrender peaceable possession of said Mortgaged Property to the Trustee or any successor Trustee hereunder, or to the purchaser at any such foreclosure sale, within ten days after such sale and without any notice or demand for such possession.

34. Neither the taking of additional or substituted security for the payment of the indebtedness hereby secured from time to time, nor the failure to exercise any option to accelerate the maturity of said indebtedness in case of default, nor the extension of maturity of said indebtedness by agreement with any subsequent owner(s) of the aforesaid or any additional or substituted security, or any modification of any other term or condition of the Note secured hereby or of this instrument or otherwise, shall release or diminish the liability of the CID for payment of the Note and indebtedness hereby secured, or impair the security or rights of Grantee.

35. Although the Trustee or any successor in trust hereunder may be or become an agent or officer of, attorney for, or otherwise connected with Grantee or any subsequent owner or holder of the aforesaid Note and indebtedness, yet such Trustee may act hereunder and any such owner or holder, including Grantee or Grantee, may bid for and purchase any property sold hereunder, as if such Trustee were entirely disinterested.

36. No waiver or any breach of any agreement herein contained shall be taken as a waiver of any subsequent breach of the same or any other such agreement; and every right, privilege and option of Grantee herein shall be continuing and may be exercised whenever authorized hereunder as fully as on the first accrual of the right to exercise the same. The exercise of any option, power of appointment or substitution herein given, may be through any executive officer of a corporation, or the duly appointed attorney in fact of an individual.

37. This Deed of Trust is executed on the express condition that in the event of sale, transfer or conveyance of the Mortgaged Property by Grantor to any other person, corporation or entity without the written approval of Grantee, or the refinancing of any note which is secured by the Mortgaged Property without the written approval of Grantee, or if Grantor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Grantor or any part of the Mortgaged Property, or if Grantor files any petition or institutes any proceedings or is adjudicated a bankrupt under any state laws for the relief of debtors or the federal bankruptcy laws, then, on the happening of any one or more of such events, the whole of the indebtedness secured by this instrument may at any time thereafter be declared due and payable at once at the option of Grantee. The acceptance of one or more payments on the indebtedness secured hereby, if made by a party other than Grantor, shall not constitute approval by Grantee of any sale, transfer or conveyance of the property described herein, or a waiver of Grantee's right to accelerate the maturity of the indebtedness secured hereby.

38. In the event of a sale, transfer or conveyance by Grantor to an unaffiliated third-party of any lot comprising the Mortgaged Property that results in the release of said lot from the First Deed of Trust, Grantee, at Grantor's cost, shall release, and shall promptly execute all documents required to release, said lot from this Deed of Trust; provided, however, Grantee shall not be required to release said lot from this Deed of Trust unless the CID has been formed and special assessments have been levied against the lot by the CID.

39. Grantee or its representative may make or cause to be made reasonable entries upon and inspections of the Mortgaged Property, provided that Grantee shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Grantee's interest in the Mortgaged Property; and Grantor or its representatives shall be fully cooperative in allowing such inspections.

40. All of the covenants herein shall run with the real estate described in Exhibit A hereto and the Mortgaged Property thereon and be binding upon the Grantor and its respective successors or assigns.

41. If any provision of this Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

42. At Grantee's sole option and discretion, Grantee may make future advances and Grantor or the CID may incur future obligations at any time and from time to time in an aggregate amount not to exceed the amount set forth on the face hereof pursuant to Section

443.055 RSMo, as amended. Any such future advance or future obligation shall be a part of the secured indebtedness hereunder.

43. Grantor hereby unconditionally guarantees to Grantee the prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of any and all indebtedness and obligations of the CID to Grantee under the Note. Whenever any obligations of the CID under the Note are due and remain unpaid, Grantor will, on demand, make prompt payment of the amount due thereon. Grantor waives presentment of any instrument, demand for payment, protest and notice of dishonor or nonpayment and Grantor waives all rights arising out of any statute now existing or hereafter enacted with respect to guaranty or suretyship and which may otherwise require Grantee at any time to take legal action against the CID. Grantor does hereby waive notice of the acceptance of this the guaranty set forth in this Deed of Trust and notice of any liability or obligation incurred by the CID. Grantor acknowledges and agrees that it has derived or will derive a financial advantage from the execution of the Note by the CID, and without limiting the general nature of the foregoing, specifically, Grantor acknowledges and agrees that the Note constitutes part of the purchase price of the Land under the Sale Contract, and that Grantor is obtaining ownership of the Land pursuant to the terms of the Sale Contract. Grantee has no obligation to inform Grantor, and Grantor agrees to assume all responsibility for keeping informed as to the CID's financial condition, including the possible non-payment and non-performance of the CID's obligations under the Note. Any indebtedness of the CID to Grantor is hereby subordinated in right of payment to the payment of amounts owing under the Note and this Deed of Trust. Grantor agrees that the terms of this paragraph may be enforced by Grantee against Grantor as if it were a separate written guaranty, and that Grantee may enforce the terms of this paragraph without first having to resort to a foreclosure sale of the Mortgaged Property hereunder. Grantor represents and warrants to Grantee that Grantor is deriving a substantial economic benefit in obtaining the Land from the Grantee under the Sale Contract and acknowledges that Grantee would not enter into the Sale Contract but for the obligations of the Grantor under this Deed of Trust, including Grantor's guaranty of the Note. Notwithstanding anything herein to the contrary, the sole source of payment of Grantor's guaranty shall be the Mortgaged Property and any proceeds of sale therefrom, and Grantor's guaranty obligations are subject and subordinate to any guaranty of obligations given by Grantor to the First Priority Lender.

44. The following notice is given pursuant to Section 432.047 of the Revised Statutes of Missouri; nothing contained in such notice shall be deemed to limit or modify the terms of this Deed of Trust. As used in the language below, the term "Creditor" means Grantee, "Borrower" means the Grantor, and the terms "the credit agreement" and "this writing" mean this Deed of Trust and the Note: "ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE

STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.”

NOW THEREFORE, if the said Note and the agreements by Grantor herein contained be faithfully kept and performed, then these presents shall be void and the Mortgaged Property hereinbefore conveyed shall be released from the lien hereof at the cost of Grantor; but if default be made in the payment of said Note or any part thereof when due and payable according to the tenor of said Note or this instrument, or in the faithful performance of any agreements herein contained within the time periods set forth herein, then the whole of said Note shall, at the option of the holder(s) thereof, become due and payable at once without notice and be paid as hereinafter provided and this Deed of Trust shall remain in force and the Trustee, or his successor appointed as hereinafter provided, may proceed to sell the Mortgaged Property and any and every part thereof at public vendue, to the highest bidder for cash, at the front door of the Circuit Courthouse of Platte County, in Platte City, Missouri, or at such other place customarily used for such sales in the Count where the Land is located, after first giving notice of such sale by publication and mail as required by law; and upon such sale shall execute and deliver deed(s) conveying the property so sold to the purchaser(s) thereof, and any statement or recital of fact in any such deed(s) shall provide evidence of the truth of such statement or recital, and said Trustee, or his successors in said trust, shall receive the proceeds of said sale, out of which he shall pay in the following order: (1) Costs and expenses of executing the trust created and evidenced hereby, including the usual and reasonable compensation to the Trustee, his agents and attorneys, for all services rendered in connection with the trust estate and the sale thereof; (2) All monies with interest thereon as herein provided, which may have been expended under the terms of this Deed of Trust by any owner or legal holder of the Note and debt hereby secured and not evidenced by any note; (3) The unpaid principal of said Note and any extension(s) or renewal(s) thereof, and (4) The remainder of such proceeds of sale, if any, after the satisfaction in full of all expenses and indebtedness hereby secured, to Grantor or to those lawfully entitled to receive any such remainder.

Grantee shall have the right and power successively to remove the above-named Trustee or any successor Trustee and to appoint in writing (acknowledged and recorded) a successor to all of the rights and powers of the original Trustee.

This Deed of Trust shall constitute a financing statement recorded as a fixture filing in the real estate records of the county or counties in which the Mortgaged Property is situated with respect to any and all of the items specified above as part of the Mortgaged Property which may now be or hereafter become affixed to the real estate or the improvements thereon. This Deed of Trust covers goods which are or are to become fixtures; some of the Mortgaged Property described above are now or will hereafter be fixtures upon or attached to the real estate described in Exhibit A attached hereto and Grantor is the record owner thereof. In addition to the rights available to Grantee as a mortgagee of real property, Grantee shall also have all the rights, remedies and recourse available to a secured party under the UCC including the right to proceed either (i) separately from the real estate under the provisions of the UCC governing default as to any fixtures, personal property, or other property deemed non-realty which may be included in the Mortgaged Property, or (ii) in accordance with the procedures and remedies available

pursuant to a foreclosure of real estate. If Grantee should elect to proceed separately as to fixtures, personal property, or other non-realty components of the Mortgaged Property, Grantor will make said property available to Grantee at a location designated by Grantee.

The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective successors and assigns of the parties hereto.

Whenever used herein, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "**Grantee**" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise.

Anything herein to the contrary notwithstanding, this Deed of Trust shall be a Second priority deed of trust, and shall be subordinate, junior and inferior with respect to rights given to Grantee hereunder concerning insurance and the proceeds thereof and concerning condemnation awards, and rents and income to accrue to Grantor under present and future leases, all such rights shall likewise be subordinate, junior and inferior to the rights of the holders of the First Deed of Trust.

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

GRANTOR:

PARKVILLE DEVELOPMENT 70, LLC,
a Missouri limited liability company

By: _____
Brian Mertz, Manager

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of February 2019, before me, the undersigned Notary Public, in and for said state, personally appeared Brian Mertz, Manager of Parkville Development 70, LLC, a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated and that the foregoing instrument was authorized by the members of said limited liability company, and he acknowledged execution thereof to be on behalf of and the free act and deed of said limited liability company.

Subscribed and sworn to me the day and year above written.

Notary Public: _____

Notary Seal:

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT H

Public Improvements

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT ("Amendment") is made effective as of the 4th day of February 2020, by and between Parkville Development 70, LLC, a Missouri limited liability company ("Buyer"), and the City of Parkville, Missouri, a fourth class city organized and existing under the Constitution and the laws of the State of Missouri ("City").

RECITALS:

WHEREAS, City and Buyer entered into a Real Estate Purchase Agreement dated effective as of March 5, 2019 (the "Agreement"), pertaining to the sale of certain real estate located in Parkville, Platte County, Missouri (the "Property");

WHEREAS, the parties desire to enter into this Amendment to amend certain terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which being hereby acknowledged, the parties hereto hereby agree to amend the Agreement as follows:

1. Commencement of Phase I Construction. In accordance with the provisions of Section 4.01 of the Agreement, the Buyer must cause the Commencement of Phase I Construction prior to January 1, 2020. For purposes of the Agreement, "Commencement of Phase I Construction" shall mean the last to occur of:

- (a) Buyer (or Buyer's successor) obtaining all necessary permits for completion of construction of the 216 apartment units constituting a portion of the Phase I Improvements (the "Apartments");
- (b) Buyer (or Buyer's successor) obtaining financing for the completion of construction of the Apartments;
- (c) Buyer has obtained a certificate of occupancy for at least one apartment building; and
- (d) Buyer has completed grading of the Phase II Property pursuant to a grading plan approved by the City.

Buyer has satisfied the items set forth in (a), (b) and (d) above. However, as of the date of this Amendment, Buyer has not received a certificate of occupancy for one apartment building (a "CO") as required by (c) above. Buyer has requested, and Seller has agreed, to extend the date for Commencement of Phase I Construction under the Agreement to August 1, 2020.

2. City's Obligation to Sell Phase II. The last sentence of Section 4.02 of the Agreement is hereby deleted in its entirety, and in lieu thereof, the following language is inserted:

Notwithstanding the foregoing or anything else in this Agreement to the contrary, the City shall have no obligation to sell Phase II to Buyer if Commencement of Phase I Construction has not occurred by August 1, 2020.

3. Remaining Terms Unaffected. Except as specifically amended herein, all remaining terms, conditions, covenants and agreements contained in the Agreement remain in full force and effect, and the parties remain obligated to perform same.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be binding upon any party executing the same and all of which together shall constitute one and the same document.

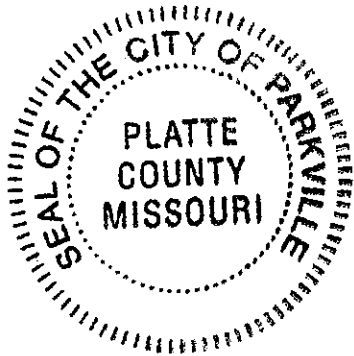
5. Defined Terms. All terms not otherwise defined herein shall have the same meaning as ascribed to them in the Agreement.

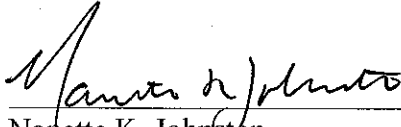
(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, City and Buyer have caused this Amendment to be executed by their duly authorized representatives as of the day and year set forth below.

CITY:

City of Parkville, Missouri
a Missouri fourth class city

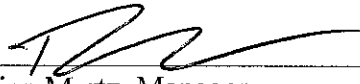


By: 
Nanette K. Johnston
Mayor

Date: February 4, 2020

BUYER:

Parkville Development 70, LLC,
a Missouri limited liability company

By: 
Brian Mertz, Manager

Date: 2/7/2020

ITEM 4.B.

For 5/19/2020

Board of Aldermen Meeting

**CITY OF PARKVILLE
Policy Report**

Date: May 14, 2020

Prepared By:

Anna Mitchell, Asst. to the City Administrator

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Authorize the mayor to execute a receipt, release and refunding agreement with UMB Bank to accept a donation from the Erik and Anna Andersen Interim Trust for the Parkville Nature Sanctuary (Administration)

BACKGROUND:

Staff received word recently that the Parkville Nature Sanctuary (PNS) has been named as a beneficiary to the Erik and Anna Andersen Interim Trust. As a beneficiary, among several others, the PNS is to receive 8% of the total amount of the trust which equals \$182,066.

Staff has very little information about Erik and Anna Andersen. They were residents of Parkville, traveled a lot, and had no children or other family. The couple will be properly thanked by a planting of a memorial tree in the Nature Sanctuary.

BUDGET IMPACT:

The donation will be deposited into the Nature Sanctuary Donation Fund.

ALTERNATIVES:

1. Authorize the mayor to execute a receipt, release and refunding agreement with UMB Bank.
2. Do not approve the authorization.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

On May 11, 2020, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen authorize the mayor to execute the receipt, release and refunding agreement with UMB Bank for the donation to the Parkville Nature Sanctuary.

STAFF RECOMMENDATION:

Staff recommends approval to authorize the Mayor to execute the receipt, release, and refunding agreement with UMB Bank.

POLICY:

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

SUGGESTED MOTION:

I move to authorize the Mayor to execute a receipt, release and refunding agreement with UMB Bank accepting a donation from the Erik and Anna Andersen Interim Trust for the Parkville Nature Sanctuary in the amount of \$182,066.

ATTACHMENTS:

1. Agreement

**THE ERIK & ANNA ANDERSEN INTERIM TRUST
CREATED UNDER THAT CERTAIN CO-GRANTOR TRUST AGREEMENT
DATED DECEMBER 18, 1988, AS AMENDED AND RESTATED**

RECEIPT, RELEASE AND REFUNDING AGREEMENT

UMB Bank, n.a. (“UMB”) has been serving as Trustee of the Erik & Anna Andersen Interim Trust created under that certain Co-Grantor Trust Agreement dated December 18, 1988, as amended by a First Amendment to the Revocable Joint Trust Agreement of Erik M. Andersen and Anna E. Andersen dated March 9, 1999, and as amended and restated by a Second Amendment and Restatement of the Revocable Joint Trust Agreement of Erik M. Andersen and Anna E. Andersen dated May 3, 2006, with Erik M. Andersen and Anna E. Andersen as Grantors (collectively, the “Trust” or the “Trust Agreement”).

Pursuant to Section 4.(b) of the Trust Agreement, upon the death of the surviving Grantor, after distributing Tangible Personal Property owned by the Trust as provided for in Section 4.(a) of the Trust Agreement, UMB, as Trustee, shall divide and distribute the remaining Trust property as then constituted under Section 4.(b), Subparts (i) through (vii) of the Trust Agreement.

The specific bequests contained in Section 4.(a) of the Trust Agreement have been made or accounted for at this time.

After making specific bequests as described in Section 4.(a) of the Trust Agreement, Section 4.(b), Subparts (i) through (vii) of the Trust Agreement provides that “the Trustees shall distribute the balance of the trust estate (including any remaining tangible personal property) as follows:”

- (i) Forty-eight percent (48%) to The Salvation Army, Kansas and Western Missouri Division (known as “The Salvation Army”), or its successors, to be used for its general purposes, or if such entity does not then exist, then such share shall be distributed pro rata among the recipients of the property under this subparagraph (b);
- (ii) Ten percent (10%) to Synergy Services, Parkville, Missouri (known as “Synergy Services, Inc”), or its successors, to be used for its general purposes, or if such entity does not then exist, then such share shall be distributed pro rata among the recipients of the property under this subparagraph (b);
- (iii) Ten percent (10%) to Kansas City Rescue Mission, Kansas City, Missouri, or its successors, to be used for its general purposes, or if such entity does not then exist, then such share shall be distributed pro rata among the recipients of the property under this subparagraph (b);
- (iv) Eight percent (8%) to the Humane Society of Parkville, Missouri, or its successors, to be used for its general purposes, or if such entity does not then exist, then such share shall be distributed pro rata among the recipients of the property under this subparagraph (b);
- (v) Eight percent (8%) to the American Cancer Society (known as the “American Cancer Society, Inc.”), or its successors, to be used for its general purposes, or if such entity does not then exist, then such share shall be distributed pro rata among the recipients of the property under this subparagraph (b);
- (vi) Eight percent (8%) to the Nature Sanctuary of Parkville, Missouri (known as “Parkville Nature Sanctuary”), or its successors, to be used for its general purposes, or if such entity

does not then exist, then such share shall be distributed pro rata among the recipients of the property under this subparagraph (b); and

- (vii) Eight percent (8%) to the Danish Immigration Museum, Elkhorn, Iowa (known as “Museum of Danish America”), or its successors, to be used for its general purposes, or if such entity does not then exist, then such share shall be distributed pro rata among the recipients of the property under this subparagraph (b).

Erik M. Andersen died March 18, 2017.

Anna E. Andersen died July 22, 2019.

As far as the Trustee has been able to determine, there is no entity operating under the name of “The Humane Society of Parkville, Missouri”. UMB, as Trustee, is working to identify the intended recipient of the charitable bequest under Section 4.(b), Subpart (iv) of the Trust Agreement. At this time, UMB, as Trustee, does not have enough evidence to make the distribution under Section 4.(b), Subpart (iv) of the Trust Agreement. Therefore, the specific bequest under Section 4.(b), Subpart (iv) of the Trust Agreement to the Humane Society of Parkville, Missouri will remain in trust until such time as UMB, as Trustee, determines the intended beneficiary of said bequest.

UMB, as Trustee, has agreed to proceed with distribution of the bequests to the Salvation Army, Synergy Services, Inc., the American Cancer Society, Inc., Parkville Nature Sanctuary, and the Museum of Danish America under Section 4.(b), Subparts (i), (ii), (iii), (v), (vi), and (vii).

City of Parkville, as owner of and on behalf of the Parkville Nature Sanctuary (hereinafter sometimes the “Beneficiary”), acknowledge that they have examined the attached final accounting of UMB, as Trustee, and by signing this Receipt, Release and Refunding Agreement approves:

- (a) the final accounting and all prior accountings of the Trusts (sometimes collectively the “Accounts”);
- (b) the final fees of UMB, as Trustee, including, but not limited to, a termination or closing fee and any final tax fee that are either reflected in the final accounting or to be charged to the Trusts and not reflected in the final accounting (the “Final Fees”);
- (c) the administration of the Trusts by UMB, as Trustee; and
- (d) the Schedule of Distribution and further agrees that the Schedule of Distribution reflects the entire amount due respectively to the Beneficiary under the terms of the Trusts and that the Schedule of Distribution reflects values as of March 31, 2020 and that any gain, loss, income earned or received, and any other changes in the assets will pass to or be the responsibility of the individuals receiving such assets and the Schedule of Distribution will not be adjusted to reflect such changes between March 31, 2020 and the date of actual receipt of the assets set forth in such Schedule of Distribution (the “Final Distribution”).

City of Parkville, as owner of and on behalf of the Parkville Nature Sanctuary, hereby relieves and releases UMB, individually and as Trustee, from any and all liability or claim to or by the Beneficiary (or those claiming under it) regarding the Accounts, the Final Fees, the Final Distribution, the administration of the Trust by UMB, as Trustee, and by any prior Trustee in connection with the Trust, including, without limitation, the acts necessary to wind up the administration of the Trust (the “Administration of the Trust”), and the execution of this Receipt, Release and Refunding Agreement.

City of Parkville, as owner of and on behalf of the Parkville Nature Sanctuary also agrees, to the extent permitted by law, to hold harmless UMB, individually and as Trustee, from and against any and all liability, damages, losses, claims, taxes, including interest and penalties, expenses or other costs, including attorneys' fees, regarding the Accounts, the Final Fees, the Final Distribution, the Administration of the Trust and the execution of this Receipt, Release and Refunding Agreement through the date of this Receipt, Release and Refunding Agreement.

City of Parkville, as owner of and on behalf of the Parkville Nature Sanctuary further agrees that in the event there should be insufficient assets in the Trust to pay any and all distributions, claims, liabilities, expenses of administration, costs, taxes, and any other items of any nature ultimately determined to be payable from the Trust, the Beneficiary agrees that it will promptly, upon demand by UMB, as Trustee, refund to UMB, as Trustee, cash equal in value to the amount of such deficiency, in proportion to the distributions which they have received, in an amount not to exceed that which has been distributed to the Beneficiary from the Trust.

This Receipt, Release and Refunding Agreement shall be effective upon the receipt of the assets of the Trust by the Beneficiary. City of Parkville, as owner of and on behalf of the Parkville Nature Sanctuary, signs this Receipt, Release and Refunding Agreement on behalf of, and this Receipt, Release and Refunding Agreement and its provisions shall be binding on, the Beneficiary, its successors and assigns, and all of the past, present, and future beneficiaries of the Trust. This Receipt, Release and Refunding Agreement may be signed in several counterparts by the Beneficiary which shall constitute the agreement of the parties and facsimile copies of signatures shall operate as original signatures.

Rest of Page Intentionally Blank

IN WITNESS WHEREOF, the undersigned has executed and delivered the above Receipt, Release and Refunding Agreement on this ____ day of _____, 2020.

City of Parkville, as owner of and on behalf of the
Parkville Nature Sanctuary, Parkville, Missouri

By: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public, personally appeared to me _____, personally known, who being duly sworn, did say that he/she is _____ of the City of Parkville, as owner of and on behalf of the Parkville Nature Sanctuary, Parkville, Missouri; that said instrument was signed on behalf of the City of Parkville, as owner of and on behalf of the Parkville Nature Sanctuary, Parkville, Missouri, by authority of the Board of Aldermen of the City of Parkville; and he/she acknowledges said instrument to be the free act and deed of the City of Parkville, as owner of and on behalf of the Parkville Nature Sanctuary, Parkville, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public

My Commission Expires: _____

**CITY OF PARKVILLE
Policy Report**

Date: May 12, 2020

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve the first reading of an ordinance to approve the final plat of The Woods At Creekside First Plat - Case No. PZ20-12; Parkville Development 140, LLC, applicant (Community Development)

BACKGROUND:

On September 11, 2018, October 9, 2018 and October 10, 2018, the Planning and Zoning Commission held public hearings to consider an Application for Preliminary Development Plan for The Woods At Creekside & Creekside Village planned residential development consisting of 118 single-family homes and 176 townhome units in 44 buildings on the northwest quadrant of I-435 and MO-Hwy 45. The plan proposes re-platting the subject property and creating internal circulation, public streets, and access off of MO-Hwy 45 to serve the development (see Attachment 3 by Reference). The Planning and Zoning Commission recommended approval by a vote of 9-0, subject to conditions; and on November 6, 2018 the Board of Aldermen approved the preliminary development plan via Ordinance No. 2971. The subject property was zoned "R-4-P" Mixed-Density Residential via ordinance no. 2970 which permits single-family homes.

Applicant Brian Mertz of Parkville Development 140, LLC has submitted an application for subdivision – final plat for the Final Plat of The Woods At Creekside First Plat, a subdivision (5.27 acres, more or less) generally located on the northwest quadrant of the intersection of I-435 and MO-Hwy 45 in Parkville, Missouri (see Attachment 5). The subject area property of the final plat resides within Platte County parcel #20-4.0-18-000-000-010.003 (35.38 acres, more or less). The final plat proposes implementing the first phase of The Woods At Creekside by platting public right-of-way for Homer Parkway (major collector), Georgia Street (local road) and Magnus Street (local road), as well as 25 lots for single-family homes (see Attachments 3-5).

Staff reviewed the application (Case No. PZ20-12) against the Parkville Master Plan; Parkville Municipal Code and its applicable zoning code and subdivision regulations; adequate utilities, grading and drainage requirements, and stormwater management requirements (see Attachment 6). The application was also reviewed against the previously-approved The Woods At Creekside & Creekside Village preliminary development plan. Following review, staff determined the proposed subdivision is substantially consistent with the preliminary plat despite minor changes made to the street design, block and lot layout, and is in compliance with the purposes and intent of the City's Development Code.

BUDGET IMPACT:

With the exception of application and permit fees and any incremental increases from real estate and personal property taxes, there is no budgetary impact.

ALTERNATIVES:

1. Approve the first reading of the ordinance.
2. Approve the first reading of the ordinance, subject to changes directed by the Board of Aldermen.
3. Deny the final plat.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

This item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

PLANNING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission considered the application at their May 5, 2020 special meeting, and following discussion recommended approval of the final plat (by a vote of 6-0-1).

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the first reading of the ordinance.

POLICY:

Applications for Subdivision – Final Plat must be approved by the Board of Aldermen following review and recommendation by the Planning and Zoning Commission as outlined in Table 403-1: Procedures Summary of the Parkville Municipal Code. Per Section 403.020, E. if the Planning Commission recommends approval or conditionally approves the final plat, the plat shall be forwarded to the Board of Aldermen.

The Board of Aldermen must approve two readings of the ordinance to become effective. Rule 5, Agendas, of the Board's adopted Rules of Order, states "The first reading of an ordinance will be read on the action agenda and the second and final reading will be read the next subsequent meeting on the consent agenda, unless the item is a time-sensitive matter in which it may be approved during the same meeting."

SUGGESTED MOTION:

I move to approve Bill No. 3087, an ordinance approving the final plat of The Woods At Creekside, First Plat, a subdivision in the City of Parkville, Platte County, Missouri, on first reading and postpone the second reading to June 2, 2020.

ATTACHMENTS:

1. Ordinance
2. Application
3. Subject Property Area Map
4. Woods At Creekside 1st Plat
5. Staff Analysis
6. Final Development Plan

AN ORDINANCE APPROVING THE FINAL PLAT OF THE WOODS AT CREEKSIDE FIRST PLAT, A SUBDIVISION IN PARKVILLE, PLATTE COUNTY, MISSOURI

WHEREAS, on September 11, 2018, October 9, 2018, and October 10, 2018, the Planning and Zoning Commission held public hearings for an Application for Preliminary Development Plan for The Woods At Creekside & Creekside Village, a planned residential development consisting of 118 single-family homes and 176 townhome units in 44 buildings on the northwest quadrant of I-435 and Highway 45; and

WHEREAS, The Woods At Creekside & Creekside Village preliminary development plan contains a preliminary plat that proposes re-platting the subject property and creating internal circulation, public streets and access off of Highway 45 to serve the development; and

WHEREAS, on October 10, 2018, the Planning and Zoning Commission recommended approval of The Woods At Creekside & Creekside Village preliminary development plan by a vote of 9-0, subject to conditions; and

WHEREAS, on November 6, 2018, the Board of Aldermen approved The Woods At Creekside & Creekside Village preliminary development plan via Ordinance No. 2971; and

WHEREAS, applicant Brian Mertz of Parkville Development 140, LLC has submitted an application for subdivision – final plat for the Final Plat of The Woods At Creekside First Plat, a subdivision (5.27 acres, more or less) generally located on the northwest quadrant of the intersection of I-435 and Highway 45 in Parkville, Missouri; and

WHEREAS, the Final Plat of The Woods At Creekside First Plat proposes platting public right-of-way for Homer Parkway (major collector), Georgia Street (local road) and Magnus Street (local road), as well as 25 lots for single-family homes; and

WHEREAS, the Final Plat of The Woods At Creekside First Plat is part of the first phase of implementing the single-family home subdivisions of The Woods At Creekside & Creekside Village planned residential development consisting of Platte County Parcel No. 20-4.0-18-000-000-010.003 (35.38 acres, more or less); and

WHEREAS, the Final Plat of The Woods At Creekside First Plat was reviewed against the *Parkville Master Plan*, Parkville Municipal Code and its applicable zoning codes and subdivision regulations, adequate utilities, grading and drainage and stormwater management requirements; and

WHEREAS, the Final Plat of The Woods At Creekside First Plat was reviewed against the previously-approved The Woods At Creekside & Creekside Village preliminary development plan and following review, staff determined the proposed subdivision is substantially consistent with the preliminary plat despite minor changes made to the street design, block and lot layout, and is in compliance with the purposes and intent of the City's Development Code; and

WHEREAS, the Final Plat of The Woods At Creekside First Plat was considered at the May 5, 2020 special meeting of the Planning and Zoning Commission, and was recommended for approval (by a vote of 6-0-1) by the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, AS FOLLOWS:

SECTION 1. The Application for Subdivision – Final Plat of The Woods At Creekside First Plat, a subdivision in Parkville, Platte County, Missouri, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved.

SECTION 2. The City hereby accepts and agrees to maintain City improvements in easements and public rights-of-ways, which are designated on the plat.

SECTION 3. The applicant, once all conditions by the Board of Aldermen have been met and acknowledged by the City of Parkville, is hereby directed to have the plat recorded in the office of the Platte County Recorder of Deeds following execution and is responsible for paying all recording fees.

SECTION 4. This ordinance shall be effective immediately upon its passage.

PASSED and APPROVED this 2nd day of June 2020.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney



Application #: _____
Date Submitted: _____
Public Hearing: _____
Date Approved: _____

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

Application for Subdivision – Final Plat

Pre-application meeting required per Parkville Municipal Code Title IV, Section 403.010, Subsection C.

1. Applicant/Contact Information

Applicant(s)

Name: Parkville Development 140, LLC
Address: 7607 NW John Anders Rd.
City, State: Kansas City, MO
Phone: (816) 616-9016 Fax: _____
E-mail: bmertz1@kc.rr.com

Engineer and/or surveyor(s) preparing plat & legal desc.

Name: R.L. Buford & Associates, LLC
Address: P.O. Box 14069
City, State: Parkville, MO
Phone: (816) 741-6152 Fax: _____
E-mail: rob@rlbuford.com

Owner(s), if different from applicant(s)

Name: _____
Address: _____
City, State: _____
Phone: _____ Fax: _____
E-mail: _____

Contact Person, if different from applicant(s)

Name: Patricia Jensen
Address: 4510 Belleview Ave., Suite 300
City, State: Kansas City, MO
Phone: (816) 502-4723 Fax: _____
E-mail: pjensen@rousepc.com

We, the undersigned, do hereby authorize the submittal of this application and associated documents and certify that all information contained therein is true and correct. We acknowledge that development in the City of Parkville is subject to the Municipal Code of the City of Parkville. We do hereby agree to abide by and comply with the above-mentioned codes, and further understand that any violations from the provisions of such or from the conditions as stated herein shall constitute cause for fines, punishments and revocation of approvals as applicable.

Applicant's Signature (Required)

Brian Mertz

Date:

4/20/2020

Property Owner's Signature (Required)

Brian Mertz

Date:

4/20/2020

2. Property information

Name and phase of plat: The Woods at Creekside First Plat

Final plat in substantial conformance with approved preliminary plat? Yes, conforms to approved preliminary development plan

If not, explain:

Zoning district: R-4-P

Anticipated uses: Single-Family Homes

Acreage of this phase: 5.27

Number of lots: 25

Minimum lot size: See attached plat

Density of development: See approved preliminary development plan

3. Additional factors affecting the project

Please include other comments or factors relating to the proposed subdivision in an attached narrative.

4. Public Improvements

All public improvements must be designed to city standards and require approval, guarantees and permits prior to installation.

Improvement plans submitted and approved for:

Streets and access: City Approved -
(Date approved)

Length of new streets: See attached.

Surface material: asphalt

Maximum grade: See attached.

Sanitary sewer: Platte County Regional Sewer District, Approved -
(Entity and date approved)

Missouri Department of Natural Resources (MDNR) approval: 01/22/2020
(Date approved)

Water: Water District No. 1, 08/01/2019
(Entity and date approved)

Erosion and sediment control as per NPDESII: City Approved -
(Date approved)

Floodplain development permit (if required): _____
(Date approved)

5. Checklist of required submittals

- ☒ Completed application, including plat with all required details and supporting data.
- ☒ Nonrefundable application fee of \$300.00 plus \$5.00 per lot (minimum \$305.00). \$425.00
- ☒ Submit five (5) copies of the final plat (24" x 36" or larger) and one electronic copy (PDF format) containing the requirements outlined in Section 403.020 Subsection E. of the Development Code for initial staff and entity review. Additional large size copies may be requested following review by staff.
- ☒ Authorization signature of the owner of record of the property to be platted.
- ☐ Copy of any covenants and/or deed restrictions to be recorded with the Plat.
- ☐ Executed deed of release for any right-of-way dedicated to the city.
- ☐ Guarantees in the form of performance bonds or other city approved instrument ensuring the satisfactory completion of public improvements. The maintenance period for public improvements is two (2) years.

For City Use Only

Application accepted as complete by: _____
Name/Title _____ Date _____

Application fee payment: Check # _____ Amount \$ _____

Final reimbursable costs paid (if applicable). Date of Action: _____

Planning Commission Action: ☐ Approved ☐ Approved with Conditions ☐ Denied Date of Action: _____

Conditions if any: _____

Board of Aldermen Action: ☐ Approved ☐ Approved with Conditions ☐ Denied Date of Action: _____

Conditions if any: _____

6. Subdivision – Preliminary Plat checklist for staff review**1. Basic Information**

- a. Name of the plat, phase and/or number if applicable
- b. Name, address, contact information of person / registered surveyor or firm that prepared the plat
- c. Date plat was prepared, including any revision dates

2. Plat Information

- a. Full property/legal description
- b. Total land area in square feet and acres of property
- c. Boundary survey notes
- d. Dedication language for property to be subdivided
- e. Easement language for easements to be granted to utility companies franchised to operate in Parkville, Mo.
- f. Open space dedication if applicable

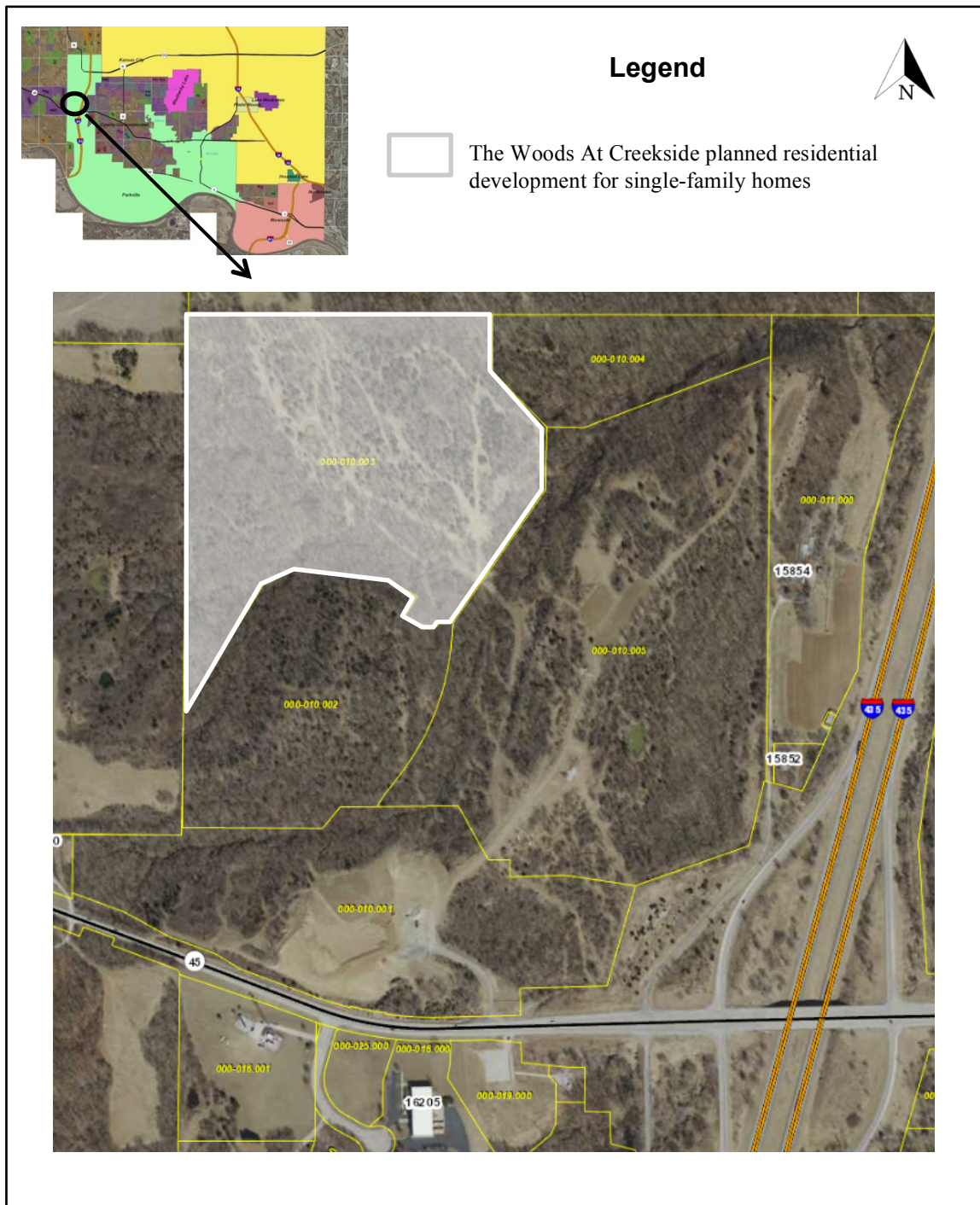
3. Plat Drawing

- a. Graphic, engineering scale
- b. North arrow
- c. Monumentation/symbology legend
- d. Vicinity map identifying boundaries and location of property in relation to City
- e. Property lines and lot dimensions with total land area in square feet and acres
- f. Numbering of all lots (Lot 1, Lot 2, Lot 3, etc.)
- g. Lettering of all tracts (Tract A, Tract B, Tract C, etc.)
- h. Watermark designation with labeling of any previously platted lots or tracts
- i. Proposed rights-of-way, public and/or private streets with dimensions, centerlines and names
- j. Proposed easements for access or utilities
- k. Dimensions of all radii, acres, points of tangency, central angles and lengths of curves
- l. Indication of FEMA Special Flood Hazard Areas (SFHA) if applicable

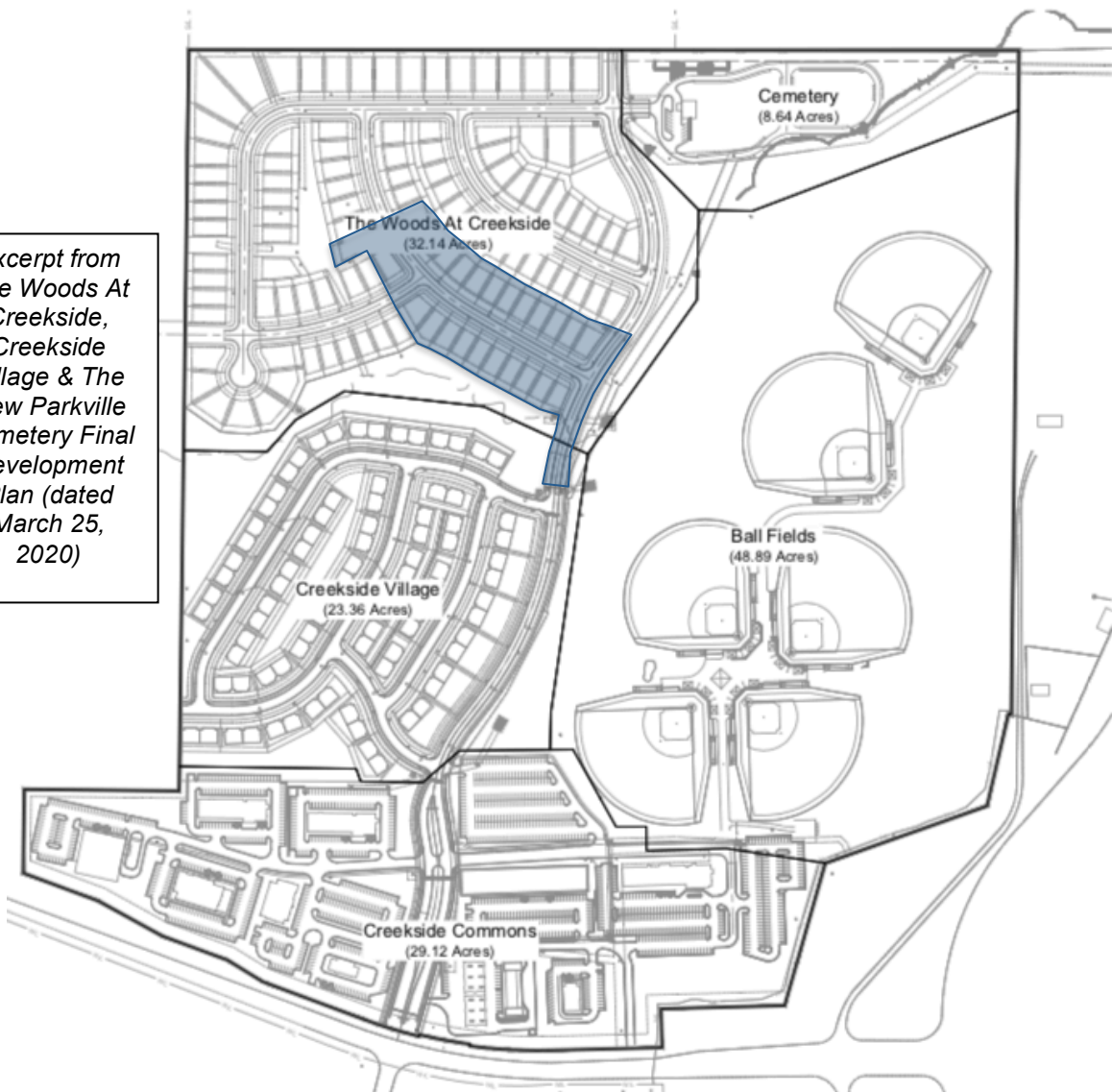
4. Signature Information

- a. Signature line with date for property owner(s) and notary public
- b. Signature line with date for Mayor (with full name), City Clerk (with full name), and Community Development Director (with full name) of the City of Parkville
- c. Ordinance number with date that the ordinance was passed by the Board of Aldermen
- d. Signature line with date for surveyor's certification (to be signed & stamped on all plat copies to be recorded)

Subject Property Area Map



*Excerpt from
The Woods At
Creekside,
Creekside
Village & The
New Parkville
Cemetery Final
Development
Plan (dated
March 25,
2020)*



Area shaded in blue is approximate location of the Final Plat for
The Woods At Creekside First Plat

THE WOODS AT CREEKSIDE, CREEKSIDE VILLAGE & THE NEW PARKVILLE CEMETERY at CREEKSIDE

A SUBDIVISION IN PARKVILLE, PLATTE COUNTY, MISSOURI

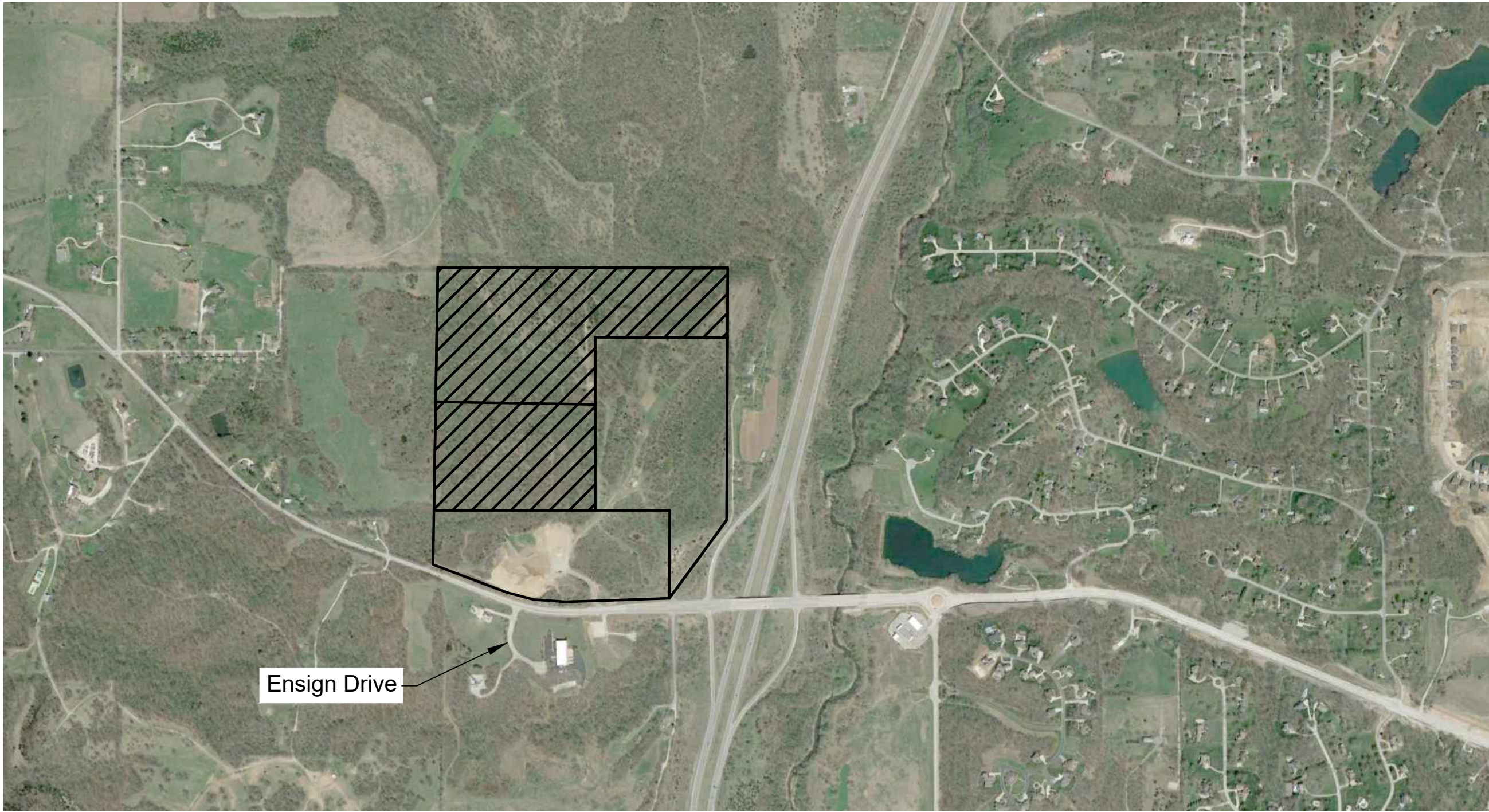
FINAL DEVELOPMENT PLAN

PROPERTY DESCRIPTION:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 NORTH, RANGE 34 WEST, IN PARKVILLE, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE S89°56'10"E ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1208.69 FEET; THENCE S34°57'35"E, A DISTANCE OF 419.38 FEET; THENCE EASTERLY, SOUTHERLY, AND WESTERLY, ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N53°10'15"E, A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 177.09 FEET; THENCE S13°53'54"E, A DISTANCE OF 123.55 FEET; THENCE S64°06'19"W, A DISTANCE OF 111.49 FEET; THENCE S54°52'37"W, A DISTANCE OF 88.08 FEET; THENCE S77°31'45"W, A DISTANCE OF 68.53 FEET; THENCE S13°51'13"E, A DISTANCE OF 189.31 FEET; THENCE S01°55'58"W, A DISTANCE OF 46.53 FEET; THENCE S11°22'42"W, A DISTANCE OF 111.41 FEET; THENCE S23°36'25"W, A DISTANCE OF 484.04 FEET; THENCE S00°10'28"E, A DISTANCE OF 365.24 FEET; THENCE S89°49'32"W, A DISTANCE OF 221.50 FEET; THENCE S49°01'15"W, A DISTANCE OF 185.58 FEET; THENCE S61°43'34"W, A DISTANCE OF 196.44 FEET; THENCE N89°14'45"W, A DISTANCE OF 602.53 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE N00°45'15"E, ALONG SAID LINE, A DISTANCE OF 2023.69 FEET TO THE POINT OF BEGINNING.

AND ALL OF LOT 4 FINAL PLAT CREEKSIDE VILLAGE, A SUBDIVISION OF GROUND IN PARKVILLE, PLATTE COUNTY, MISSOURI.

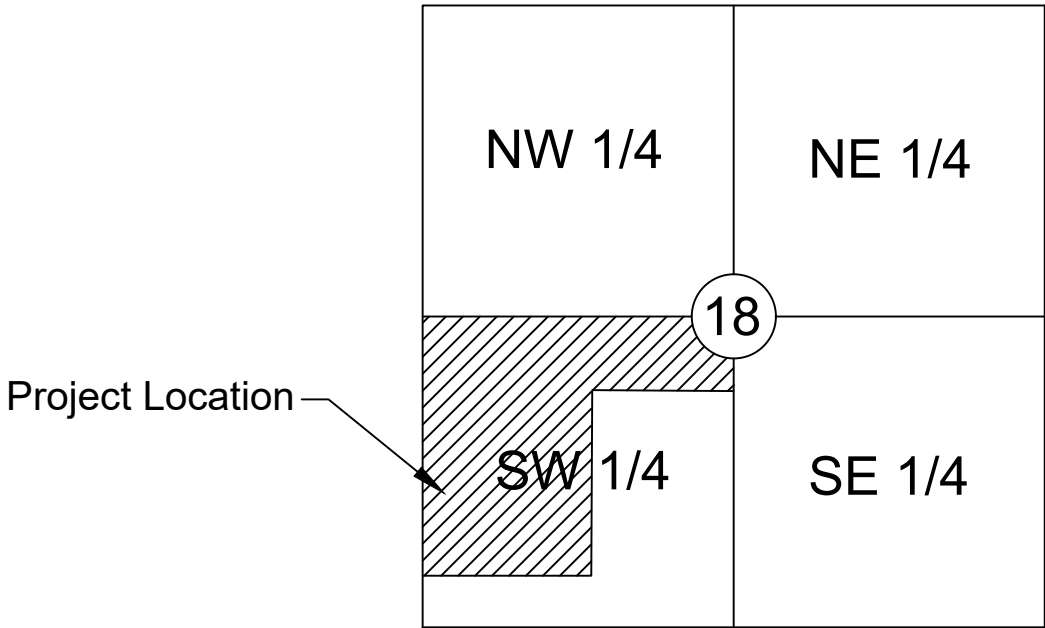
TOTAL AREA: 64.14 ACRES



SUMMARY TABLE

Single Family Units	115
Townhome Units	172 (43 Buildings)
Cemetery	2900 plots

VICINITY MAP
(Scale 1"=1000')



SECTION MAP
SEC. 18 TW. 51 RNG. 34

ADDRESS NOTE:

The New Parkville Cemetery at Creekside street address shall be 16000 James Court.

UTILITY CONTACTS

City of Parkville	(816) 741-7676
CPWSD #1 of Platte County	(816) 891-3457
Platte County Regional Sewer District	(816) 858-2052
Missouri Gas Energy	(800) 562-0000
Kansas City Power & Light	(800) 544-4852
Platte Clay Electric	(816) 807-7502
Century Link	(816) 243-5642
Unite Private Networks	(816) 903-9400
Time Warner Cable	(816) 431-5818
Missouri One Call	(800) DIG-RITE
AT&T	(800) 464-7928
Comcast	(913) 891-3457
Missouri State Highway Department	(816) 622-6500
Park Hill School District	(816) 359-5000

INDEX OF SHEETS

C01	Cover Sheet
C02	PDP Reference Sheet
C03	Existing Conditions
C04	Property Subdivision Plan
C05	Development Plan
C06	Typical Street Sections
C07	Building Setback Plan North
C08	Building Setback Plan South
C09	Grading Plan North
C10	Grading Plan South
C11	Site Data
C12	Site Utility Plan
C13	Pedestrian Linkage Plan
C14	Vegetation Preservation Plan
L01	Cemetery Landscape Plan

DEVELOPER:

Parkville Development 140, LLC
C/O: Brian Mertz
7607 NW John Anders Rd.
Kansas City, MO 64152

ENGINEER:

Renaissance Infrastructure Consulting, LLC
5015 NW Canal Street, Suite 100
Riverside, MO. 64150
(816) 800-0950

SURVEYOR:

R.L. Buford & Associates, LLC
P.O. BOX 14069
PARKVILLE, MO. 64152
(816) 741-6152

LEGEND

---	Existing Section Line	=====	Proposed Right-of-Way
=====	Existing Right-of-Way Line	=====	Proposed Property Line
---	Existing Lot Line	=====	Proposed Lot Line
-----	Existing Easement Line	-----	Proposed Easement
=====	Existing Curb & Gutter	=====	Proposed Curb & Gutter
=====	Existing Sidewalk	=====	Proposed Sidewalk
=====	Existing Storm Sewer	=====	Proposed Storm Sewer
□	Existing Storm Structure	□	Proposed Storm Structure
— W/L —	Existing Waterline	— A —	Proposed Fire Hydrant
— GAS —	Existing Gas Main	— W/L —	Proposed Waterline
— SAN —	Existing Sanitary Sewer	— SAN —	Proposed Sanitary Sewer
⊙	Existing Sanitary Manhole	●	Proposed Sanitary Manhole
---	Existing Contour Major	---	Proposed Contour Major
---	Existing Contour Minor	---	Proposed Contour Minor
— S/L —	Existing Section Line	=====	Future Curb & Gutter



Know what's below.
Call before you dig.

Sheet

C01

Final Development Plan

18-0218

The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

Cover Sheet

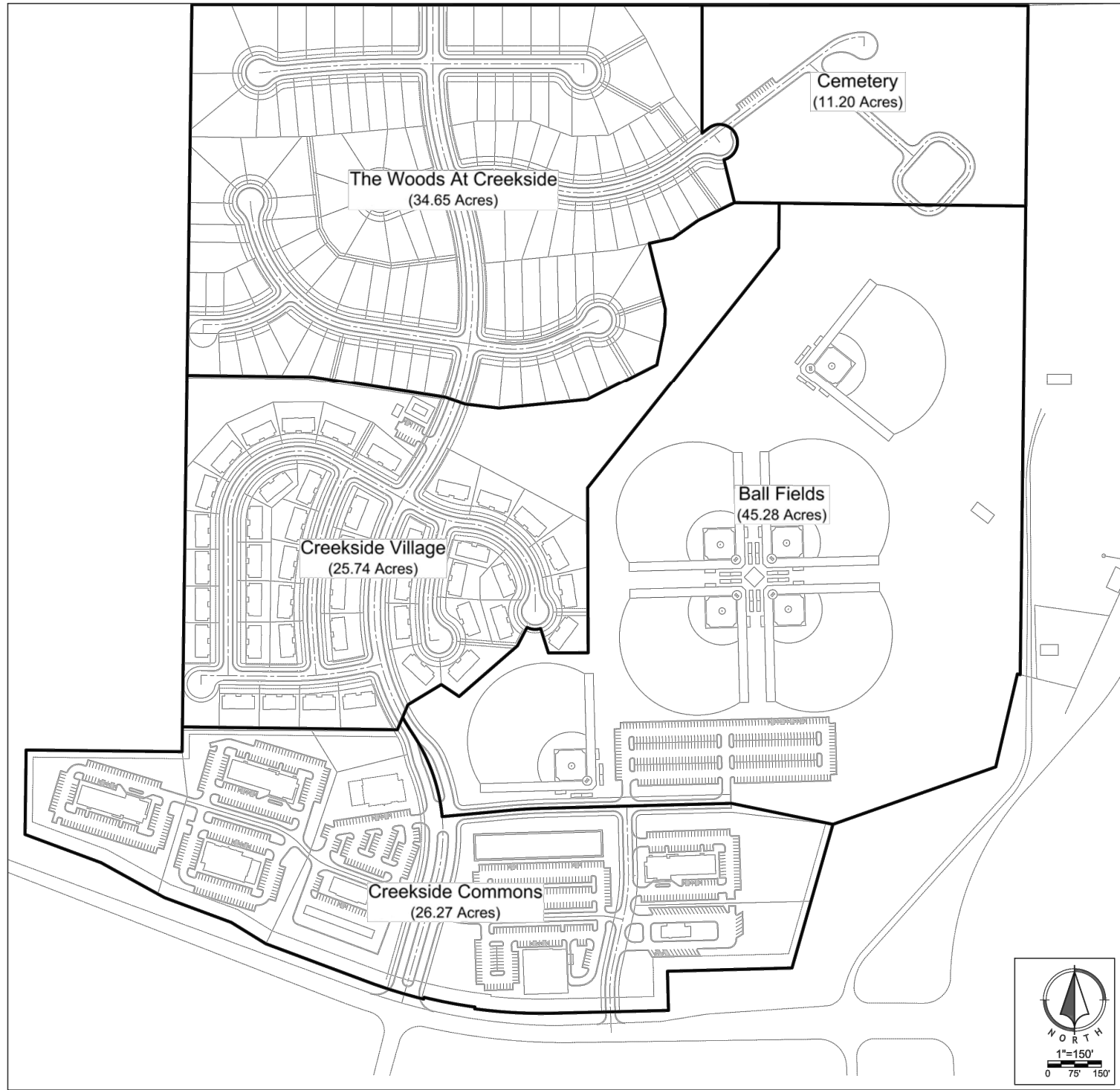
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1	JMM	10/11/19	PER CITY COMMENTS
-	JMM	04/22/19	ORIGINAL SUBMITTAL

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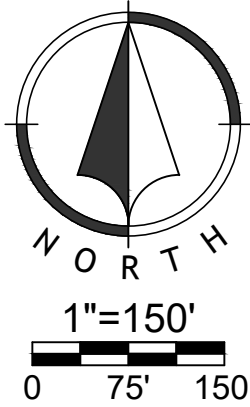
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Approved PDP



Revised Layout



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Final Development Plan
18-0218
The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

Property
Subdivision Plan

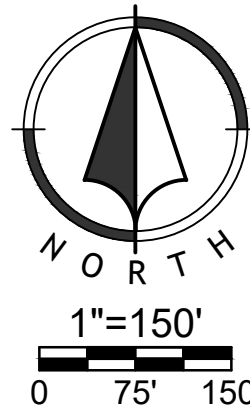
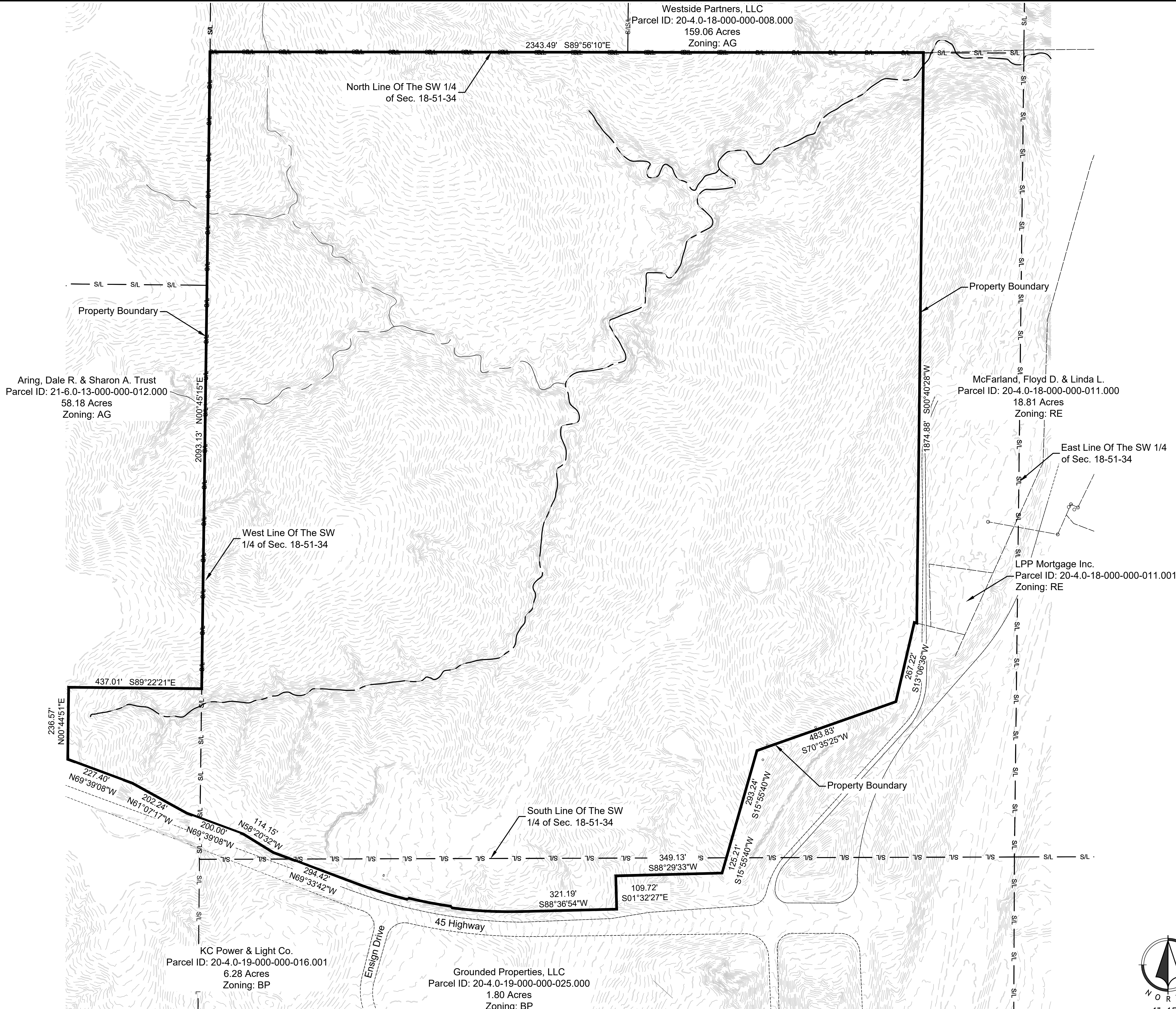
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-	JMM	SMW	04/22/19	ORIGINAL SUBMITTAL
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Final Development Plan
18-0218
The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

Existing Conditions

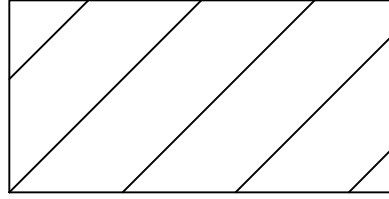
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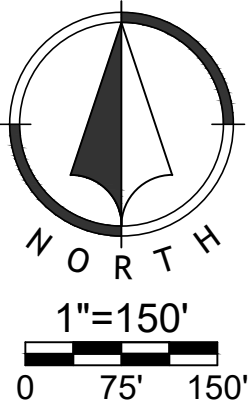
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LEGEND



CID AREAS



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C04

Final Development Plan
18-0218
The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

Property
Subdivision Plan

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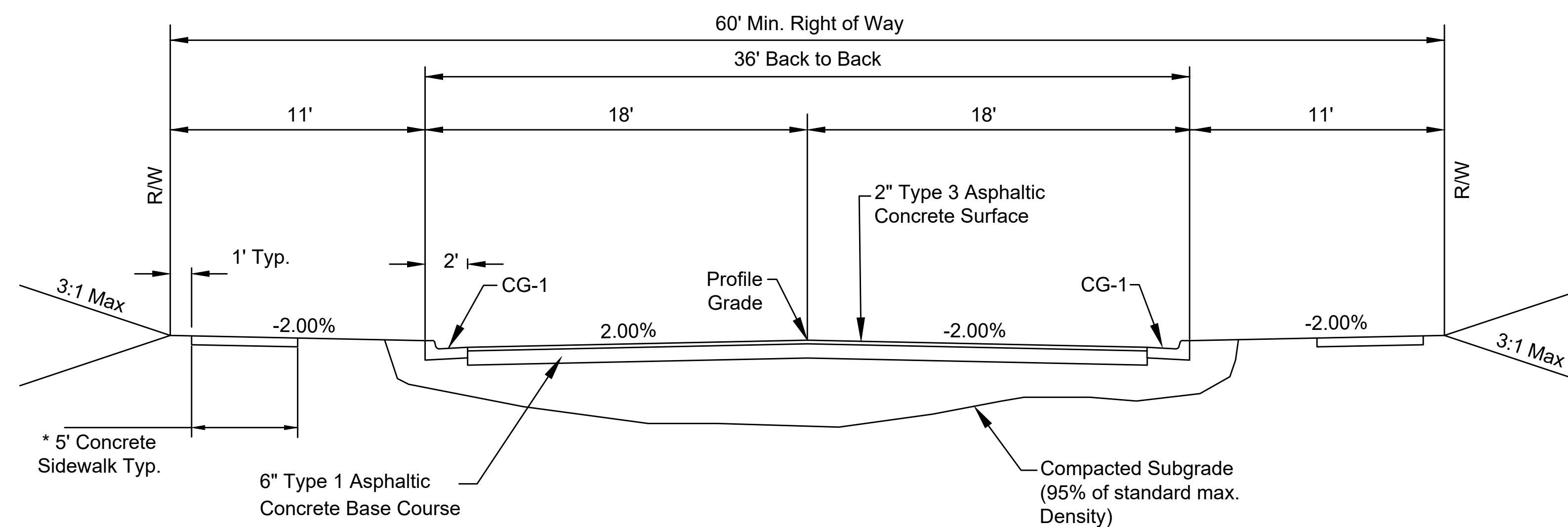
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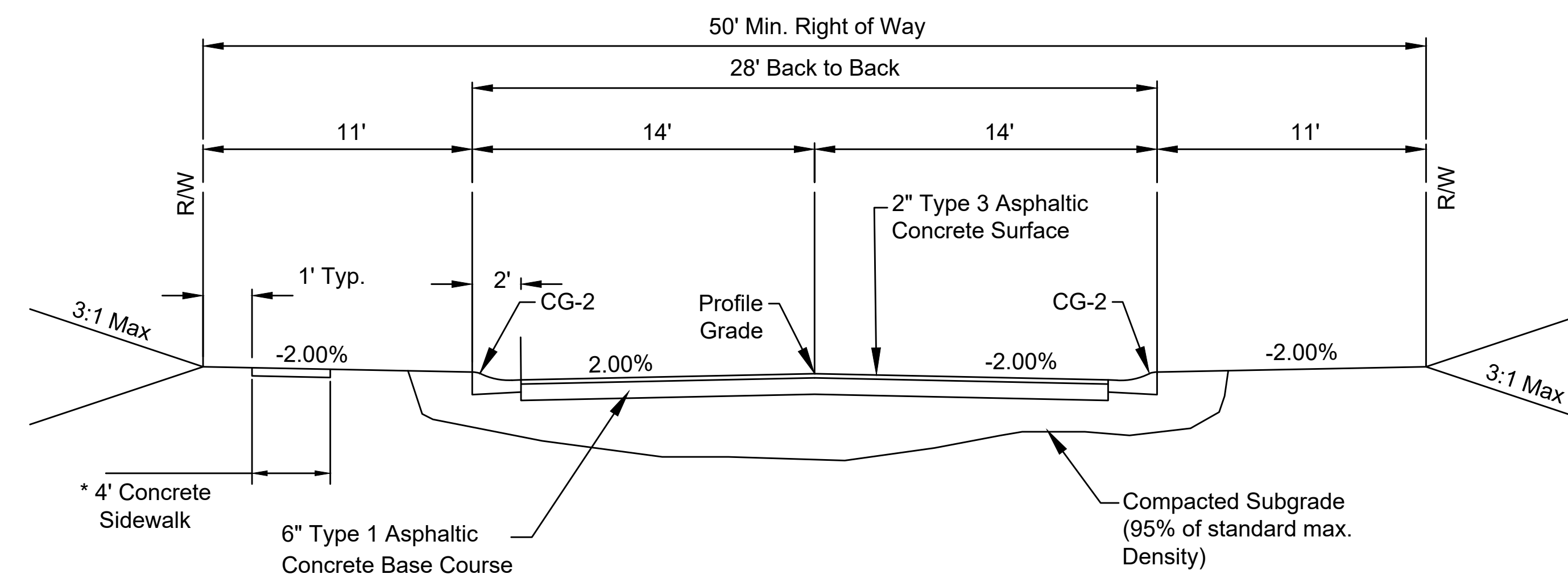
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RESIDENTIAL COLLECTOR STREET
(HOMER PARKWAY)



LOCAL RESIDENTIAL STREET

(MOON SHOT STREET)
(AARON STREET)
(GRIFFEY STREET)
(RACHEL CIRCLE)
(GIORGIA STREET)
(RYAN CIRCLE)
(JAMES STREET)
(MAGNUS COURT)

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C07

Final Development Plan
18-0218
The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

Building Setback Plan
North

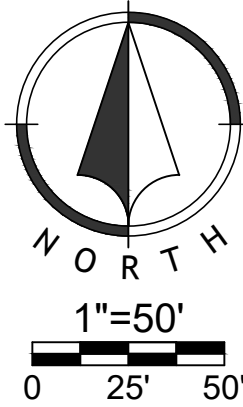
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-	JMM	SMW 04/22/19	ORIGINAL SUBMITTAL

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CREEKSIDE COMMONS
COMMERCIAL DEVELOPMENT



Sheet

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Final Development Plan

18-0218

The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

Building Setback Plan

North

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2	JMM	SWM	11/06/19	PER CITY COMMENTS
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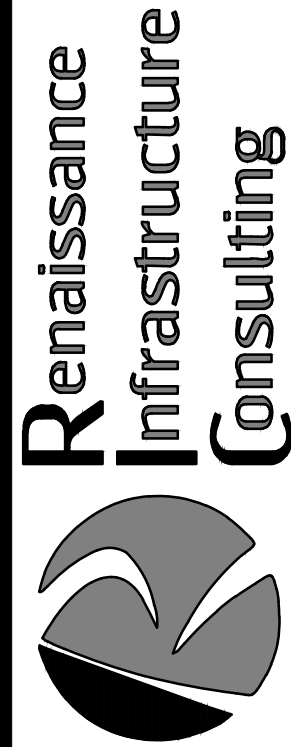
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NO.	BY	DATE	REVISION
1	JMM	BAC 03/25/2020	LAYOUT REVISION
3	JMM	SWM 11/02/19	PER CITY COMMENTS
2	JMM	SWM 11/06/19	PER CITY COMMENTS
1	JMM	SWM 10/11/19	PER CITY COMMENTS
-	JMM	SWM 04/22/19	ORIGINAL SUBMITAL

Grading Plan North

Final Development Plan

18-0218

The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

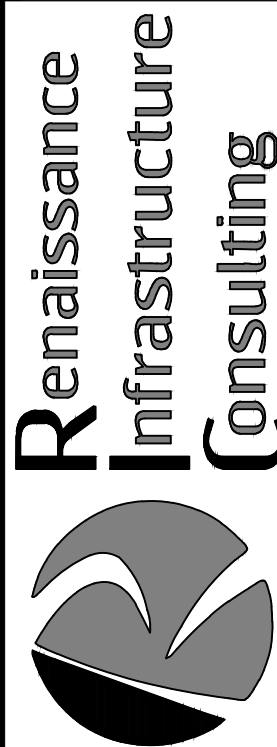
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	--	--	--	JMMI SNWV	04/22/19	ORIGINAL SUBMITTAL



Site Data

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	--			JMM	SNNW	04/22/19	ORIGINAL SUBMITTAL	



5015 NW CANAL STREET, SUITE 100 816.800.0950

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SINGLE FAMILY	
Residential areas	
Areas and density	
Gross area	32.14
Area of right of way	6.25
Net area	25.89
Number of units Lots	115
Density in Units per acre	3.58

Lots	All shown are minimums
Front lot width at Building line	50
Depth of lot	100
Square footage of lot	5500
Front Yard Setback	25
	5
Side Yard Setback	6
Corner lot side yard setback	7
Rear Yard setback	20

Homer Pkwy ROW = 60', Sidewalk = 5'

TOWNHOMES	
Residential areas	
Areas and density	
Gross area	23.36
Area of right of way	5.24
Net area	18.12
Number of units	172
Density in Units per acre	7.36

Lots	All shown are minimums
Front lot width at Building line	100
Depth of lot	50
Square footage of lot	9500
Front Yard Setback	25
Side Yard Setback	5
Corner lot side yard setback	7
Rear Yard setback	15

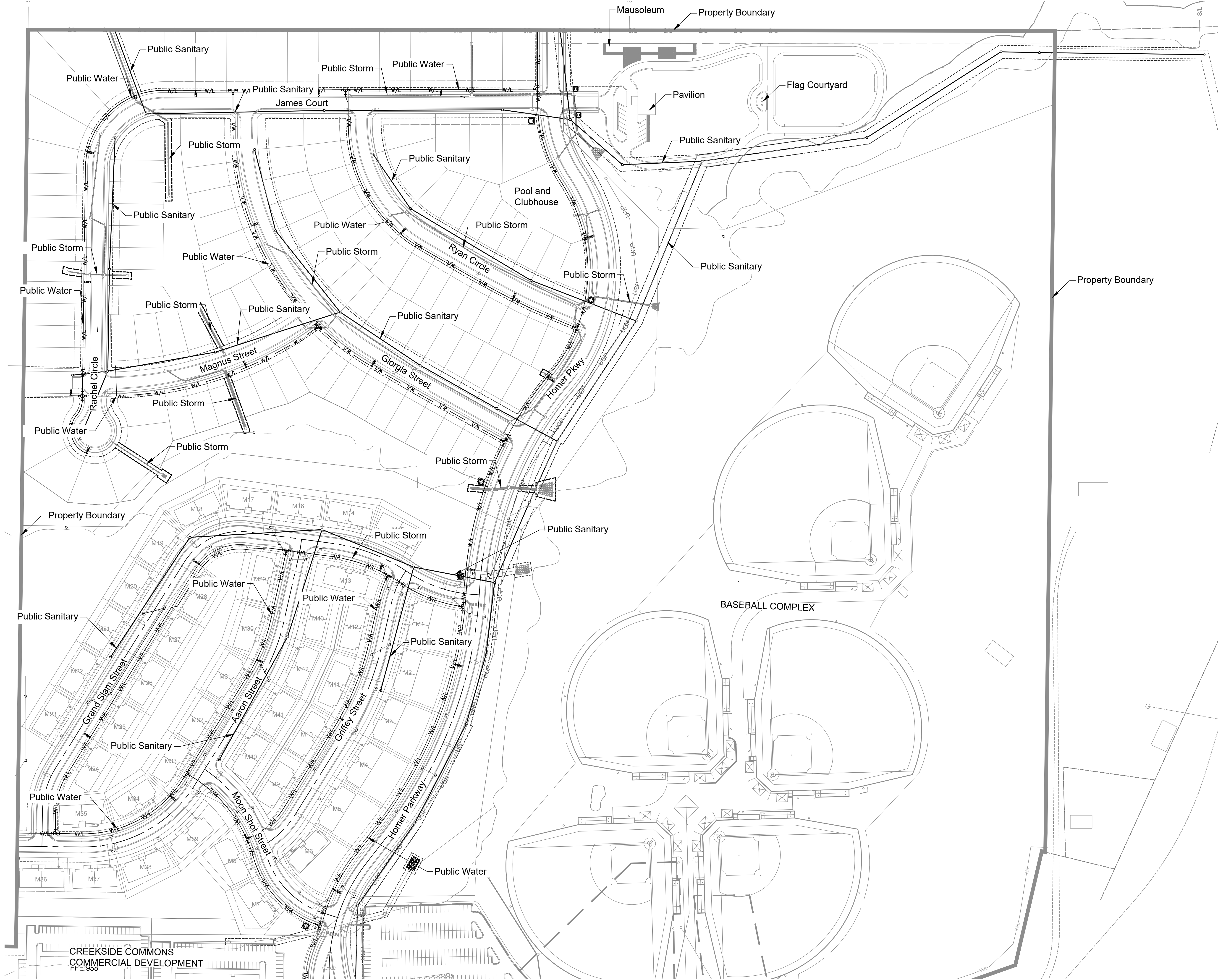
Parking	Per unit
On site with garage	2
Off site	0
Total Parking	404
Streets Public	60
Width of Right of way*	50
Width of street	28
Sidewalk width	4
Street horizontal radius	150
culdesac radius	
Right of way	50
Back of curb	39
Design speed	25 mph

CEMETERY	
Areas	
Areas and density	
Gross area	8.64
Area of right of way	0.07
Net area	8.57
Number of units	0
Density in Units per acre	0.00

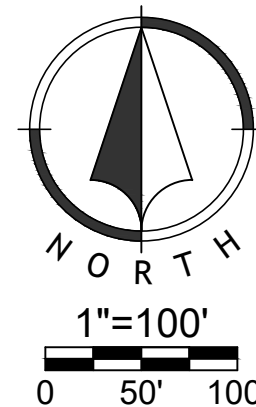
Lots	All shown are minimums
Front lot width at Building line	N/A
Depth of lot	N/A
Square footage of lot	N/A
Front Yard Setback	N/A
Side Yard Setback	N/A
Corner lot side yard setback	N/A
Rear Yard setback	N/A

Parking	Per unit
Marked Parking	10
Drive Side Parallel Parking	98
Total Parking	108
Streets Public	
Width of Right of way*	60
Width of street	N/A
Sidewalk width	N/A
Street horizontal radius	N/A
culdesac radius	
Right of way	N/A
Back of curb	N/A
Design speed	N/A

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CREEKSIDE COMMONS
COMMERCIAL DEVELOPMENT
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Final Development Plan
18-0218
The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

Site Utility Plan

NO.	BY	DATE	REVISION
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2	JMM	03/25/2020	PER CITY COMMENTS
3	JMM	03/25/2020	PER CITY COMMENTS
4	JMM	03/25/2020	PER CITY COMMENTS
5	JMM	03/25/2020	ORIGINAL SUBMITTAL

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C13

Final Development Plan
18-0218
The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

Pedestrian Linkage
Plan

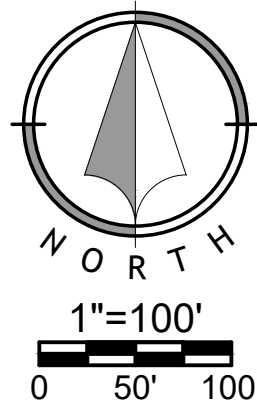
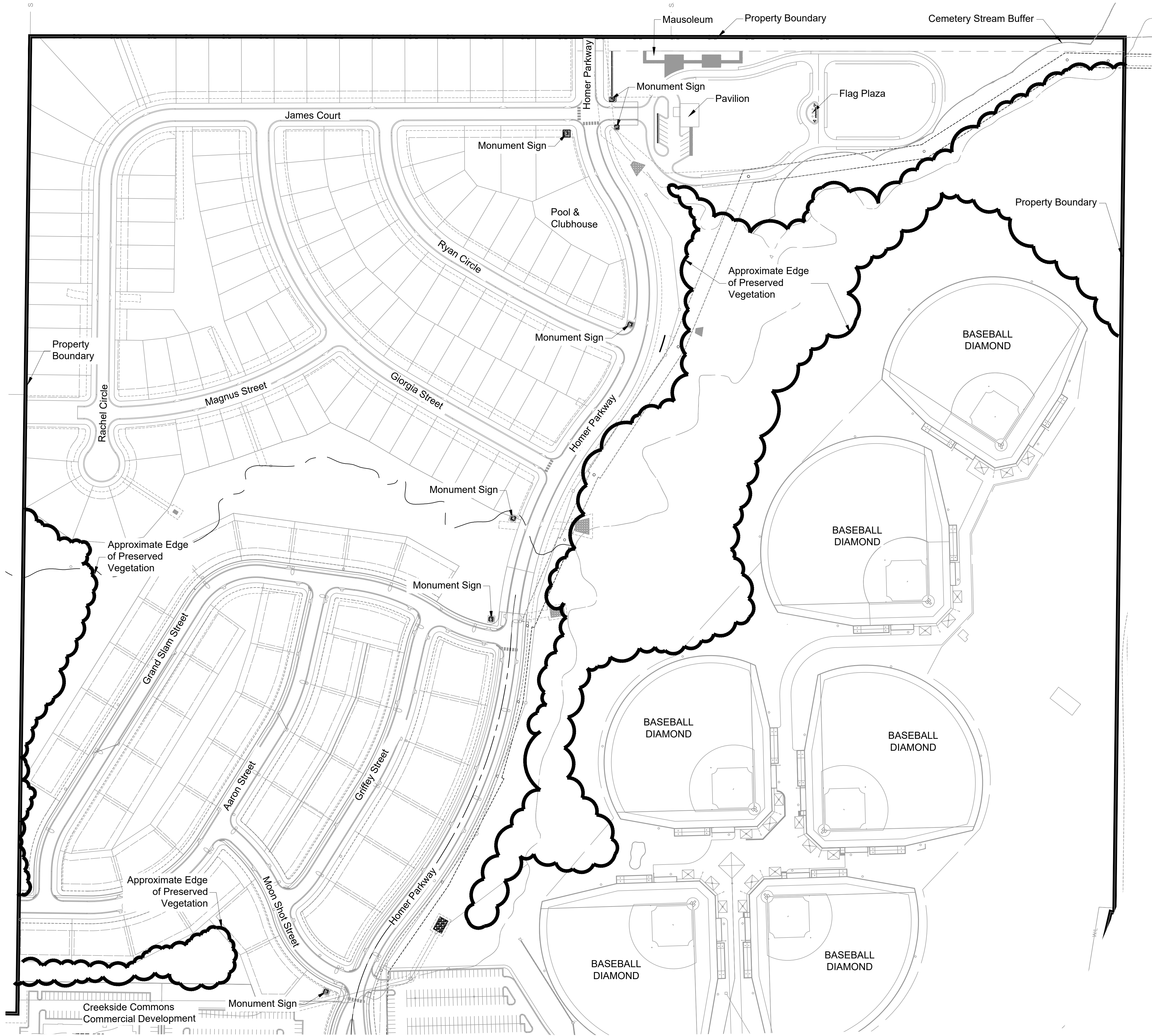
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-	JMM	SWM	04/22/19	ORIGINAL SUBMITTAL
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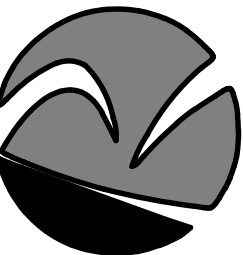
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Final Development Plan
18-0218
The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

Vegetation
Preservation Plan

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NO.	BY	DATE	DATE	REVISION

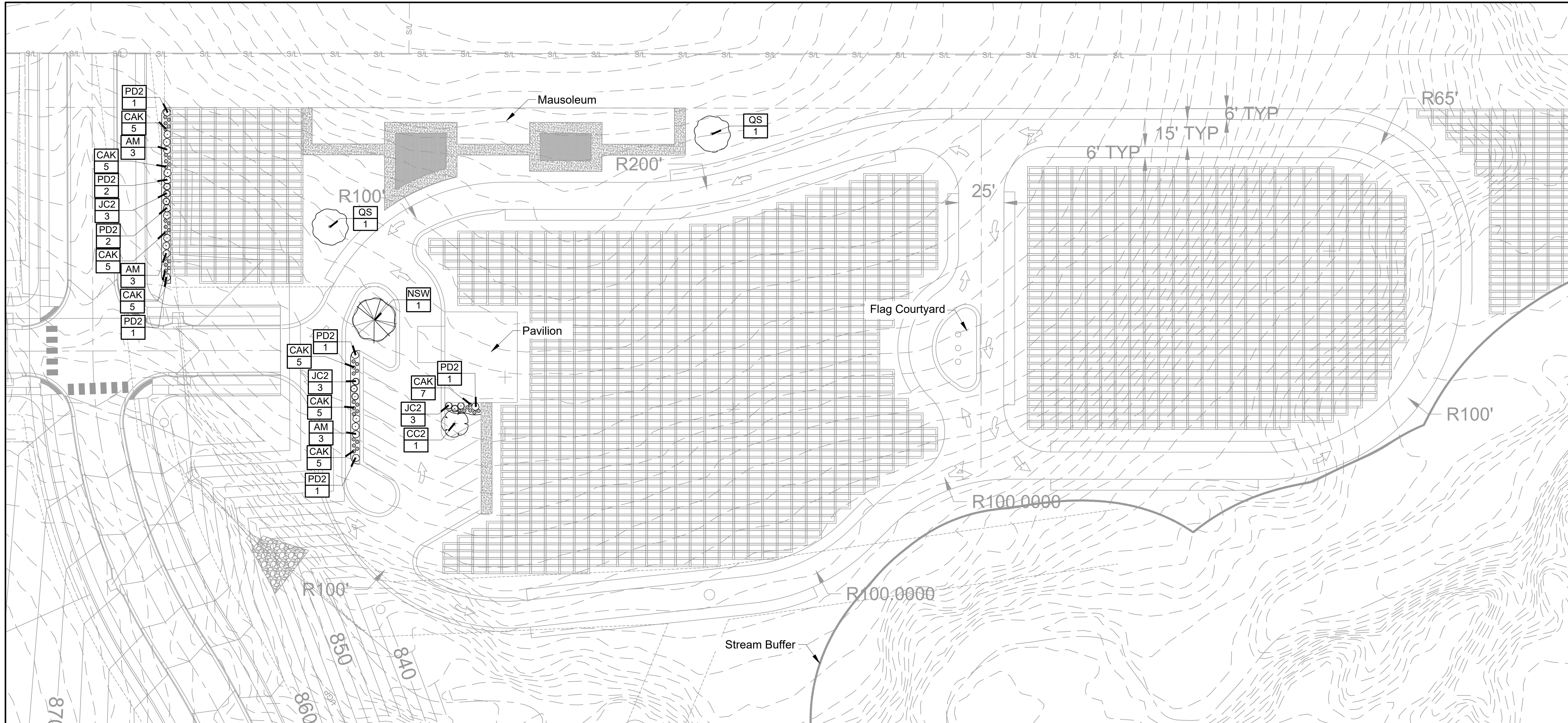
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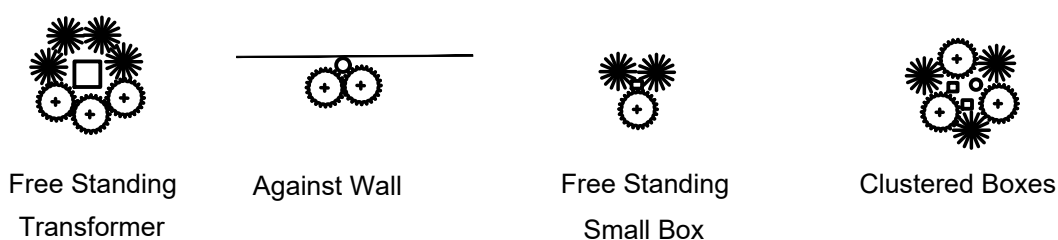
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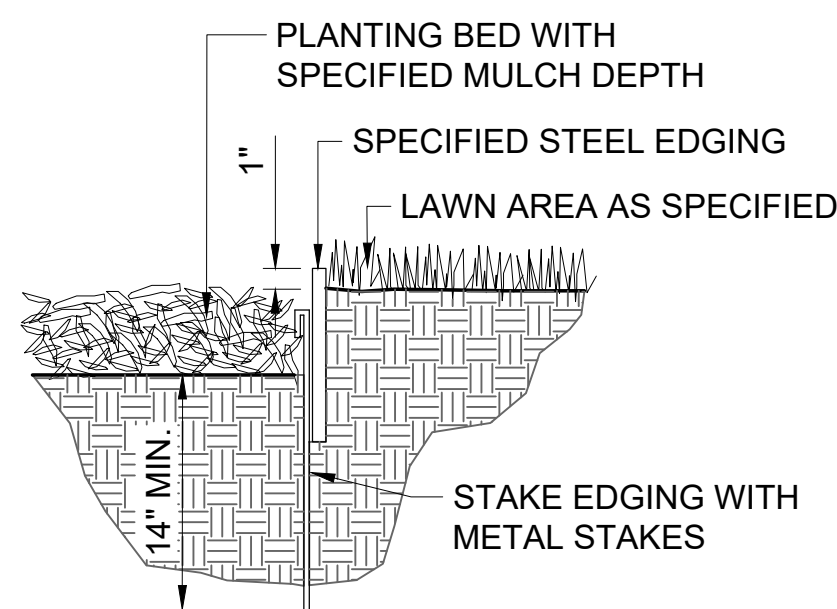
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				--	JMM/SNW	04/22/19	ORIGINAL SUBMITTAL
				N/D	ND	QD DATE	REVISION



<u>TREES</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT</u>	<u>CAL</u>	<u>QTY</u>
CC2	Cercis canadensis 'Forest Pansy' TM / Forest Pansy Redbud	B&B	2" Cal.	1
NSW	Nyssa sylvatica 'Wildfire' / Black Gum	B&B	2.5"	1
QS	Quercus shumardii / Shumard Red Oak	B&B		2
<u>SHRUBS</u>	<u>BOTANICAL / COMMON NAME</u>	<u>CONT</u>		<u>QTY</u>
AM	Aronia melanocarpa 'Morton' TM / Iroquis Beauty Black Chokeberry	5 Gal.		9
CAK	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	5 Gal.		42
JC2	Juniperus chinensis 'Gold Lace' / Gold Lace Juniper	5 Gal.		9
PD2	Physocarpus opulifolius 'Diablo' / Diablo Ninebark	1 Gal.		9

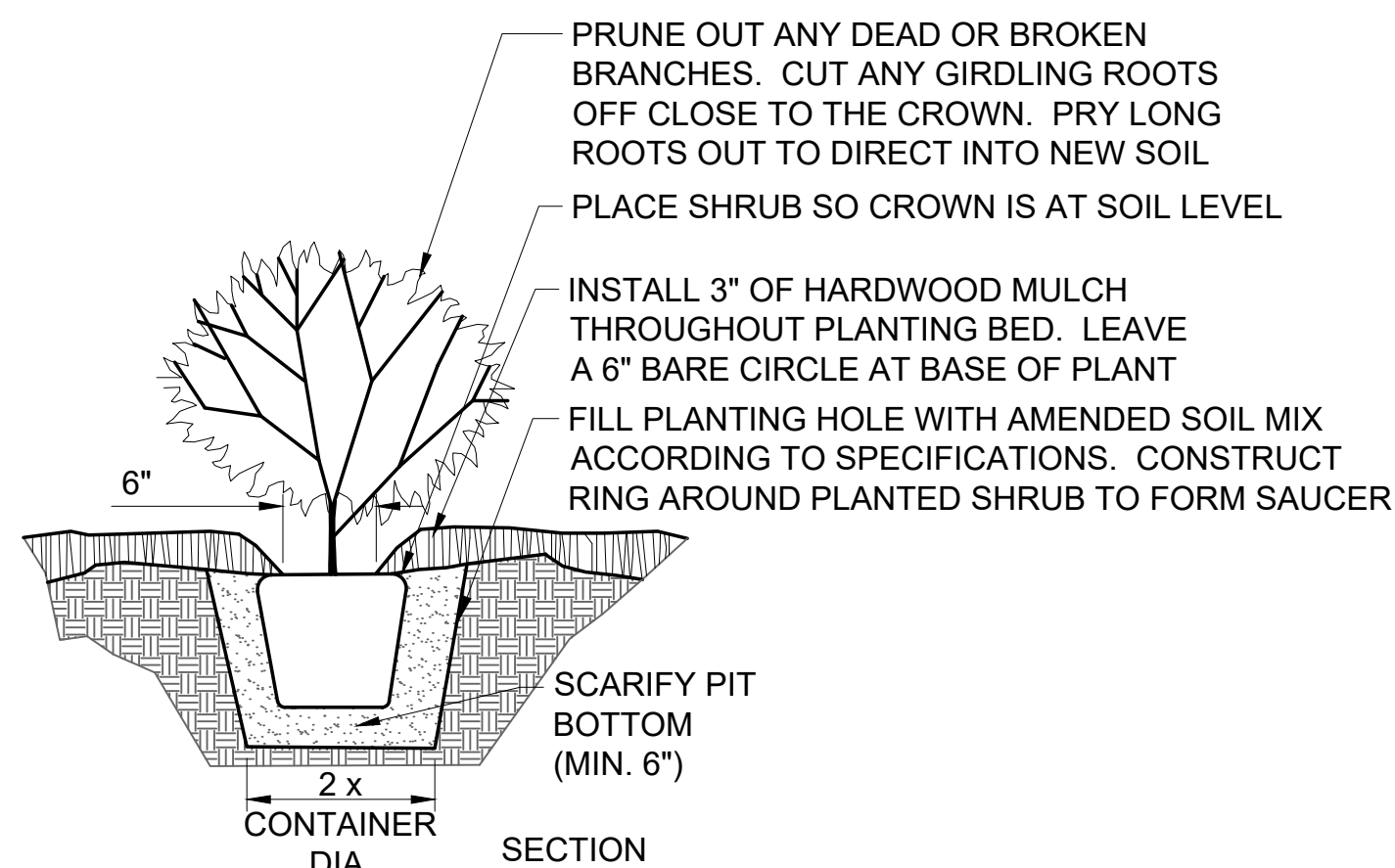


TYPICAL UTILITY BOX SCREENING DETAILS - NTS



- NOTES:
1. EDGING PER SPECIFICATION L03 2.07 A. SET ALL EDGING 1" ABOVE FINISH GRADE (TURF) SURFACE AS SHOWN.
 2. EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR AND FLUSH WITH TOP OF CONCRETE.
 3. ALL JOINTS SHALL BE SECURELY STAKED.
 4. FINISH SHALL BE POWDER COAT; COLOR: GREEN.
CONTRACTOR SHALL SUBMIT COLOR SAMPLE TO OWNERS REPRESENTATIVE PRIOR TO PURCHASE.
 5. CONTRACTOR SHALL LOCATE AND MARK ALL PLANT BED LOCATIONS PRIOR TO INSTALLATION OF STEEL FOR FINAL APPROVAL BY OWNER OR LANDSCAPE ARCHITECT.

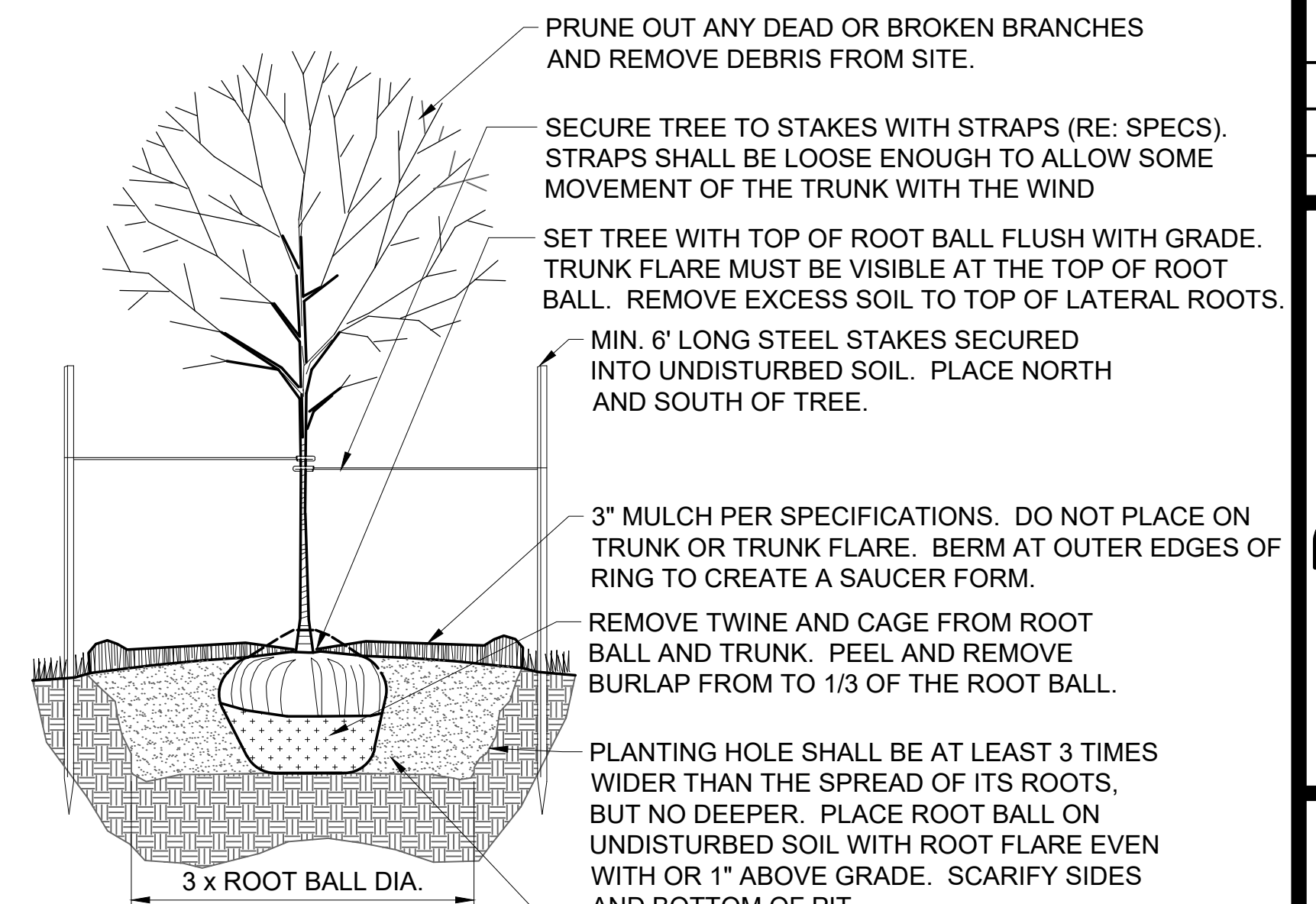
STEEL EDGING DETAIL - NTS



- NOTES:
1. REFER TO SPECIFICATIONS FOR TOPSOIL BACKFILL MIX.
 2. CONTRACTOR TO WATER THOROUGHLY AFTER PLANTING
 3. INSTALLATION TO BE IN ACCORDANCE WITH PLANTING SPECIFICATIONS

SHRUB PLANTING DETAIL - NTS

- NOTES:
1. TREES THAT DO NOT MEET THE SIZE REQUIREMENT WILL BE REJECTED
 2. TREES SHALL BE INSPECTED BY OWNERS REPRESENTATIVE PRIOR TO INSTALLATION.



- DECIDUOUS TREE PLANTING DETAIL - NTS



Staff Analysis

<u>Agenda Item:</u>	6.A
<u>Proposal:</u>	Application for Subdivision – Final Plat for The Woods At Creekside First Plat, a subdivision (5.27 acres, more or less) generally located on the northwest quadrant of the intersection of I-435 and Hwy 45 in Parkville, Mo.
<u>Staff Recommendation:</u>	Approval
<u>Case No:</u>	PZ20-12
<u>Applicant:</u>	Brian Mertz, Parkville Development 140, LLC
<u>Owners:</u>	Parkville, Development 140, LLC
<u>Location:</u>	Generally located on the northwest quadrant of the intersection of I-435 and Hwy 45 in Parkville, Missouri
<u>Zoning:</u>	“R-4-P” Mixed-Density Residential
<u>Parcel #s:</u>	Platte County parcel #20-4.0-18-000-000-010.003
<u>Exhibits:</u>	A. This Staff Analysis B. Application for Subdivision – Final Plat C. Subject Area Property Map D. The Woods At Creekside & Creekside Village, A Subdivision in Parkville, Platte County, Missouri, Preliminary Development Plan – Conditional Use (prepared by Renaissance Infrastructure Consulting; dated September 5, 2018; see Agenda Item 4J) 1. Sheet 1 of 17 (Cover Sheet) 2. Sheet 2 of 17 (Existing Conditions) 3. Sheet 3 of 17 (Property Subdivision Plan) 4. Sheet 4 of 17 (Development Plan) 5. Sheet 5 of 17 (Typical Street Sections) 6. Sheet 6 of 17 (Building Setback Plan North) 7. Sheet 7 of 17 (Building Setback Plan North) 8. Sheet 8 of 17 (Site Data) 9. Sheet 9 of 17 (Site Utility Plan) 10. Sheet 10 of 17 (Pedestrian Linkage Plan) 11. Sheet 11 of 17 (Preliminary Plat) 12. Sheet 12 of 17 (Visionaire Lighting Photometric Study Pg. 1) 13. Sheet 13 of 17 (Visionaire Lighting Photometric Study Pg. 2) 14. Sheet 14 of 17 (Visionaire Lighting Photometric Study Pg. 3)

15. Sheet 15 of 17 (Visionaire Lighting Photometric Study Pg. 4)
 16. Sheet 16 of 17 (Visionaire Lighting Photometric Study Pg. 5)
 17. Sheet 17 of 17 (Visionaire Lighting Photometric Study Pg. 6)
- E. The Woods At Creekside, Creekside Village & The New Parkville Cemetery At Creekside, A Subdivision in Parkville, Platte County, Missouri, Final Development Plan (prepared by Renaissance Infrastructure Consulting; dated March 25, 2020)
1. Sheet 1 of 15 (Cover Sheet)
 2. Sheet 2 of 15 (Property Subdivision Plan)
 3. Sheet 3 of 15 (Existing Conditions)
 4. Sheet 4 of 15 (Property Subdivision Plan)
 5. Sheet 5 of 15 (Development Plan)
 6. Sheet 6 of 15 (Typical Street Sections)
 7. Sheet 7 of 15 (Building Setback Plan North)
 8. Sheet 8 of 15 (Building Setback Plan North)
 9. Sheet 9 of 15 (Grading Plan North)
 10. Sheet 10 of 15 (Grading Plan South)
 11. Sheet 11 of 15 (Site Data)
 12. Sheet 12 of 15 (Site Utility Plan)
 13. Sheet 13 of 15 (Pedestrian Linkage Plan)
 14. Sheet 14 of 15 (Vegetation Preservation Plan)
 15. Sheet 15 of 15 (Cemetery Landscape Plan)
- F. Final Plat of Creekside Village First Plat (prepared by R.L. Buford & Associates, LLC; dated April 13, 2020)
- G. Additional exhibits as may be presented during the regular meeting

By Reference:

- A. Parkville Municipal Code, Title IV – Development Code in its entirety (<https://parkvillemo.gov/download/Ord2884.pdf>)
1. Section 403.020, E. Final Plat
 2. Section 403.040 Master Planned Development
 3. Chapter 404 Subdivision Regulations
 4. Section 405.010 Zoning Districts Established
 5. Section 405.020 Districts & Uses
 6. Section 405.030 Standards Applicable to All Districts
- B. Parkville Master Plan (<http://parkvillemo.gov/departments/community-development-department/master-plan/>)
- B. Highway 45 Corridor Plan (<http://parkvillemo.gov/download/Highway45CorridorPlan.pdf>)
- C. City of Parkville staff review comments (dated August 21, 2018)
- D. City Engineer review comments (dated August 9, 2018)
- E. On-Call City Engineer review comments (dated September 5, 2018)
- F. Utility Provider Verification Correspondence
- a. Platte County Regional Sewer District (PCRSd; dated August 21, 2018)
 - b. Missouri Gas Energy (dba Spire Energy; dated August 24, 2018)
 - c. Consolidated Public Water Supply District No. 1 of Platte County (dated August 27, 2018)
 - d. Missouri Department of Transportation (MoDOT; dated August 22, 2018)
 - e. Platte County Planning and Zoning Department (dated August 28, 2018)
 - f. Park Hill School District (PHSD; dated August 21, 2018)

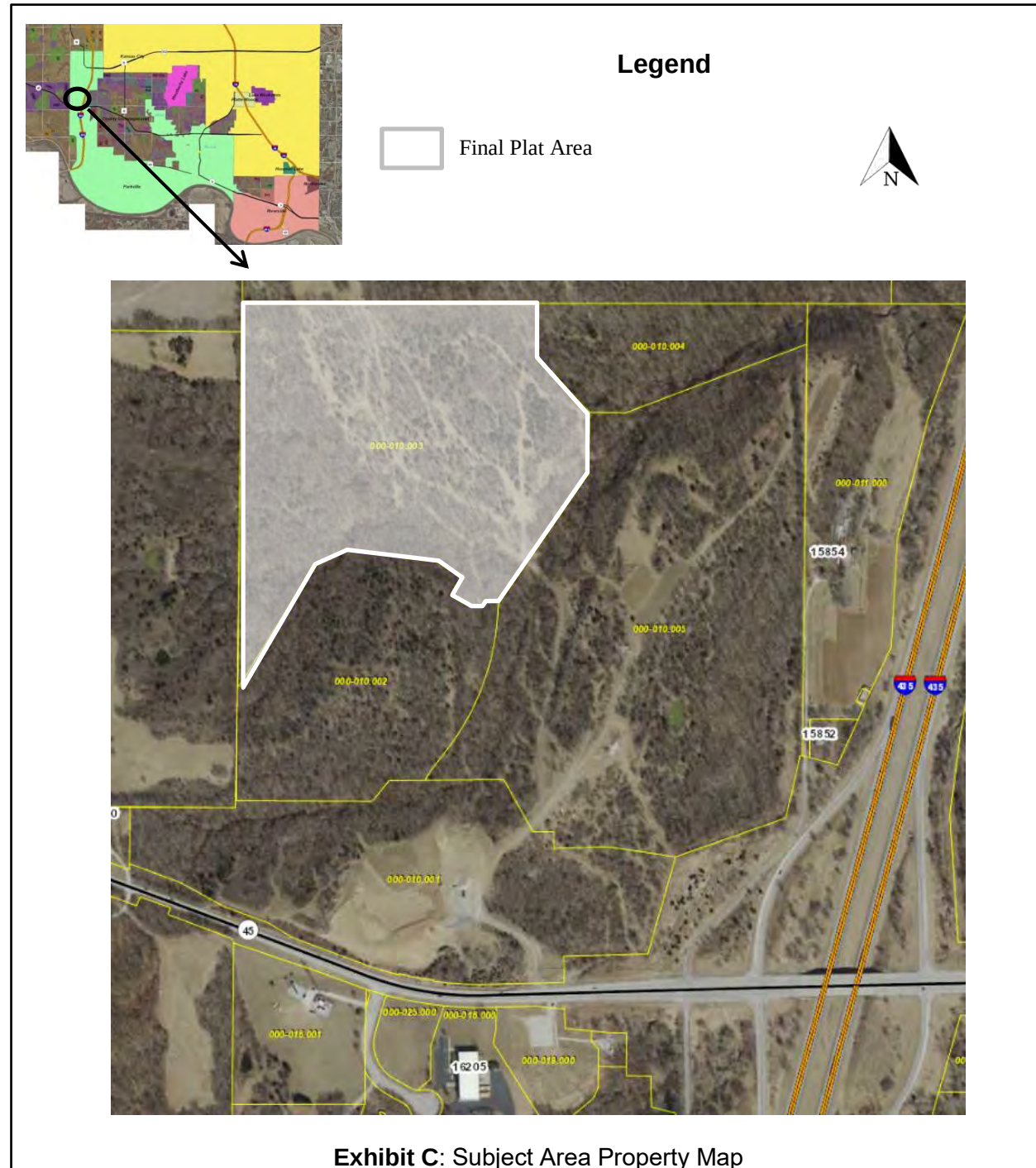
- G. Public Comments provided for Case No. PZ18-17A, PZ18-17B, and PZ18-17C
- H. Creekside Development Applicant Presentation (provided at September 11, 2018 public hearing; prepared by Parkville Development 70, LLC; Parkville Development 38, LLC; Parkville Development 140, LLC; Parkville Development 50, LLC)
- I. Aerial Imagery of I-435 Corridor
- J. Notice of Public Hearing mailed certified mail to owners within 185 ft. of the subject property.
- K. Hearing notice published in The Platte County Citizen newspaper on August 22, 2018.
- L. Hearing notice published on the Parkville City webpage (<https://parkvillemo.gov/download/CreeksideHearingSummary.pdf>)
- M. Preliminary Macro-Stormwater Drainage Study Lakeside, Brush Creek Watershed (prepared by Renaissance Infrastructure Consulting; dated August 3, 2018)
- N. Case No. PZ18-17A – The Woods At Creekside - Zoning Map Amendment
- O. Case No. PZ18-17B – The Woods At Creekside - Preliminary Development Plan
- P. Case No. PZ18-17C – The Woods At Creekside - Conditional Use Permit
- Q. Professional Resume – Stephen Lachky, Community Development Director
- R. Professional Resume – Alysén Abel, Public Works Director
- S. Professional Resume – Nathan Hladky, City On-Call Engineer, Phelps Engineering, Inc.
- T. Staff analyses, exhibits and comments presented at the September 11, 2018 Planning and Zoning Commission public hearing (<https://vimeo.com/289405189>; <https://vimeo.com/289404155>; <https://vimeo.com/289404863>) and meeting minutes
- U. Staff analyses, exhibits and comments presented at the October 9, 2018 Planning and Zoning Commission public hearing (<https://vimeo.com/294291017>; <https://vimeo.com/294291196>; <https://vimeo.com/294292249>; <https://vimeo.com/294293144>) and meeting minutes
- V. Staff analyses, exhibits and comments presented at the October 10, 2019 Planning and Zoning Commission public hearing (<https://vimeo.com/294490853>; <https://vimeo.com/294491598>) and meeting minutes
- W. Staff analyses, exhibits and comments presented at the October 30, 2018 Board of Aldermen meeting (<https://vimeo.com/298093890>) and meeting minutes
- X. Staff analyses, exhibits and comments presented at the November 6, 2018 Board of Aldermen meeting (<https://vimeo.com/299350151>) and meeting minutes
- Y. Summary of comments provided at September 11, 2018; October 9, 2018; and October 10, 2018 Planning and Zoning Commission public hearings; and October 30, 2018 and November 6, 2018 Board of Aldermen meetings
- Z. Ordinance No. 2970 – Rezoning a portion of one parcel of land (approximately 60.4 acres of total approximate 128.77 acres), generally located on the northwest quadrant of the intersection of I-435 and Highway 45, from Platte County “R-7” Single-Family High Density

District, Platte County "RMD" Residential Multiple Dwelling District and Platte County "RE" Rural Estates District to Parkville City "R-4-P" Mixed-Density Residential

- AA. Ordinance No. 2971 – Approving a preliminary development plan for The Woods at Creekside & Creekside Village, a planned residential development consisting of single-family homes and townhomes on 34.65 acres and 25.74 acres respectively; generally located on the northwest quadrant of the intersection of I-435 and Highway 45
- BB. Ordinance No. 2972 – Approving a conditional use permit for The Woods at Creekside & Creekside Village, a planned residential development consisting of single-family homes and townhomes on 34.65 acres and 25.74 acres respectively, generally located on the northwest quadrant of the intersection of I-435 and Highway 45

Overview

The applicant proposes a final plat for The Woods At Creekside First Plat, a subdivision (5.27 acres, more or less) generally located on the northwest quadrant of the intersection of I-432 and Hwy 45 in Parkville, Mo. The final plat (see Exhibit F) is the first phase of implementing The Woods At Creekside (32.14 acres total, more or less) which is part of The Woods At Creekside & Creekside Village planned residential development (see Exhibits D and E); and proposes 25 lots for single-family homes.



The subject area property under consideration is generally located at the northwest quadrant of the intersection of I-432 and Hwy 45 in Parkville, MO 64152; and the subject property is part of The Woods At Creekside & Creekside Village planned residential development (approved on November 6, 2018 via ordinance no. 2971). The approved preliminary development plan consists of 118 single-family homes and 176 townhome units in 44 buildings (34.65 acres, more or less). This development resides on Platte County parcel #20-4.0-18-000-000-010.003 (35.38 acres, more or less). The plat itself totals 5.27 acres.

Background

On September 11, 2018, October 9, 2018 and October 10, 2018, the Planning and Zoning Commission held public hearings to consider an Application for Preliminary Development Plan for The Woods At Creekside & Creekside Village planned residential development. The plan proposes re-platting the subject property and creating internal circulation, public streets, and access off via MO-Hwy 45 to serve the development (see reference map below). The Planning and Zoning Commission recommended approval by a vote of 9-0, subject to conditions; and on November 6, 2018 the Board of Aldermen approved the preliminary development plan via Ordinance No. 2971. The subject property was zoned "R-4-P" Mixed-Density Residential via ordinance no. 2970 which permits single-family homes; and received a Conditional Use Permit via ordinance no. 2972 to permit townhome units as well.



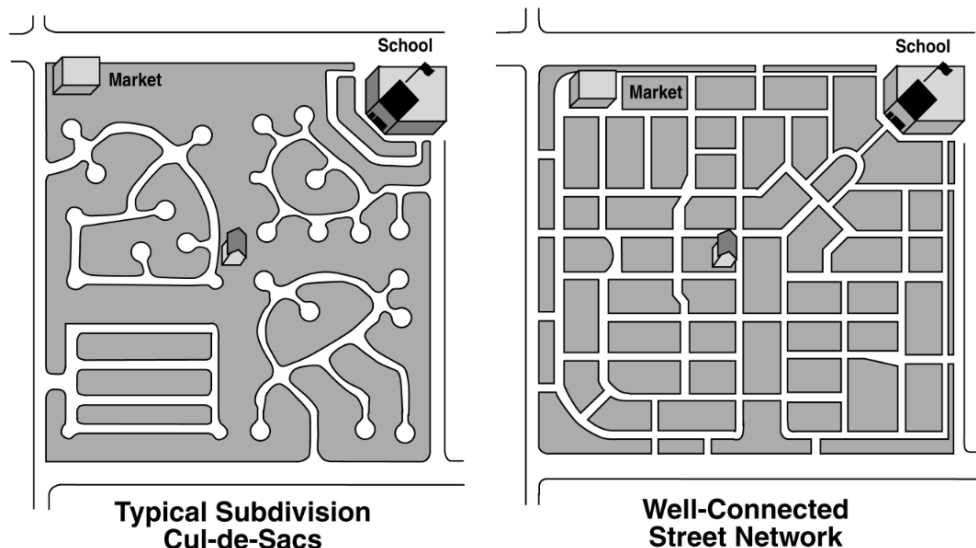
Review and Analysis

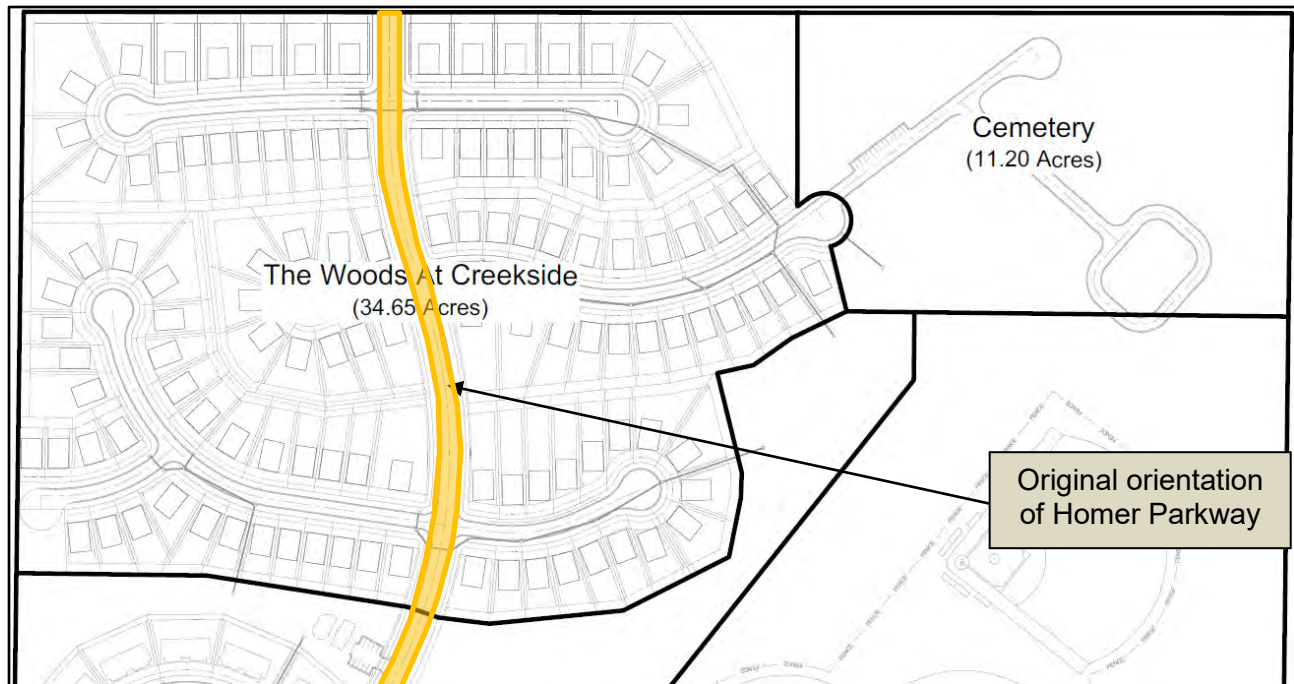
Plat applications are required to establish or alter the legal boundaries of property, and to account for public facilities, infrastructure, development patterns, public realm design or other long-range growth and development considerations prior to potential fracturing of ownership. Preliminary plats are larger division of land that enable new ownership and development patterns; or which impact public facilities or land, and are proposed in a preliminary or conceptual format to prepare for detailed engineering and design facilities.

Parkville Municipal Code, Section 403.040, Subsection A. states, *“The planned development process involves at least two steps — the preliminary development plan, and the final development plan. In many cases land will need to be subdivided in order to carry out a development plan. The subdivision process is a separate process and may run concurrently with or following the planned development process.”* Section 403.020, Subsection E. provides criteria for how the Planning and Zoning Commission shall determine if a final plat is appropriate. The following are staff’s findings and conclusions for the final plat application (Case No. PZ20-12).

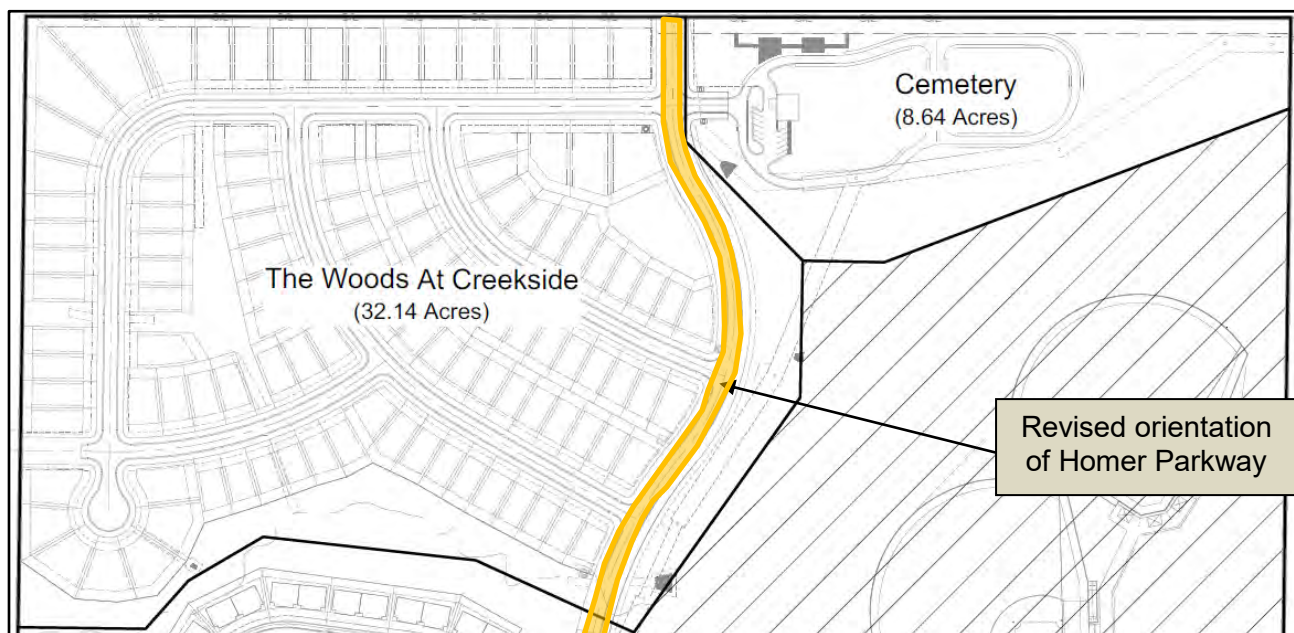
- 1. The layout and design of the final plat is substantially consistent with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.**

Changes have been made to the layout and design of the final plat based on the previously approved preliminary plat (Case No. PZ18-17B). Due to the presence of an existing creek east of Homer Parkway and west of the baseball fields part of the Creekside Commons planned commercial development, the developer desires to revise the orientation by shifting Homer Parkway to run adjacent along Brush Creek; thus, removing all local streets and single-family home lots to the east of Homer Parkway from the final plat, providing open space instead. The applicant has also revised the orientation of local streets west of Homer Parkway to provide a better-connected street network and reduce the number of cul-de-sacs. In addition to providing multiple evacuation routes and ways for emergency response vehicles to access a particular location, this connected street system also encourages slow, cautions driving since drivers encounter cross traffic at frequent intervals.

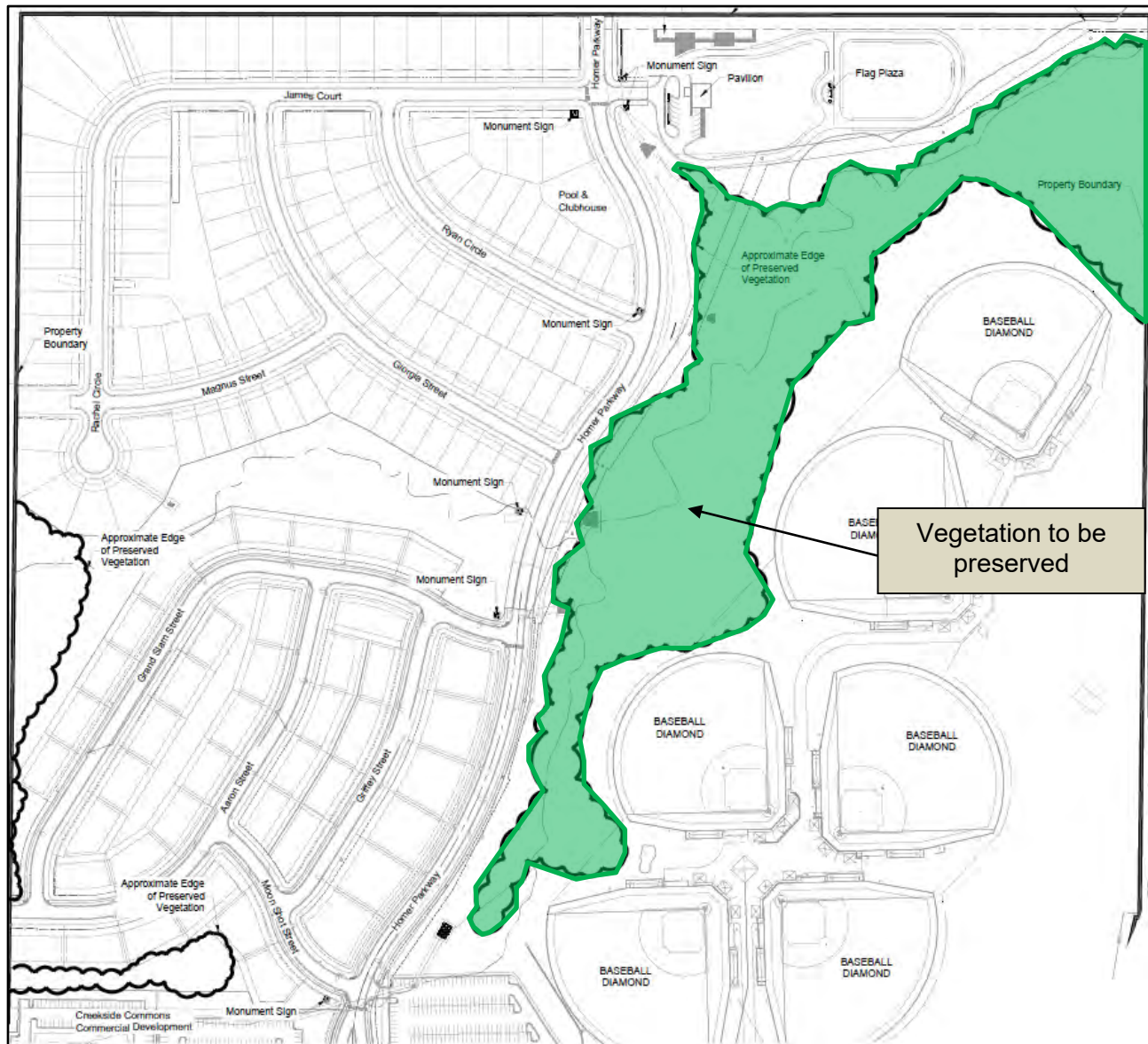




Original layout of The Woods At Creekside residential development (dated September 5, 2018)



Revised layout of The Woods At Creekside residential development (dated March 25, 2020)



Revised layout of The Woods At Creekside residential development (dated March 25, 2020)

By revising the orientation of Homer Parkway to run more adjacent along Brush Creek, and remove single-family home development to the east of Homer Parkway, the layout of The Woods At Creekside will be altered; but this wouldn't substantially reduce the number of lots or parcels to the overall The Woods At Creekside development, reducing the number from the preliminary development plan (total of 118 single-family lots) to the final development plan (total of 115 single-family lots) by a total of three lots. An additional lot for a dedicated pool and clubhouse will also be added. Finally, an additional tract of dedicated open space will also be added between Magnus Street and Rachel Circle for the purposes of stormwater management. The Woods At Creekside First Plat will be the first subdivision for The Woods At Creekside planned residential development and will include a total of 25 lots for single-family homes.

In terms of street design and access, Homer Parkway would be slightly more curved to the east; however, the final plat maintains the cross section specifications of 60 ft. of right-of-way for collector streets (i.e., Homer Parkway) and 50 ft. of right-of-way for local streets (i.e., Georgia Street and Magnus Street). It should be noted that the name of the local streets shown in the preliminary development plan (Dylan Street and Georgia Street) have been revised on the final development plan and final plat to be Georgia Street and Magnus Street. Although there have been modifications made in terms of block layout, street design and access, and the open space systems and civic design elements; after reviewing the requirements of Development Code, Section 403.020 Platting with the City's legal counsel, staff finds the Final Plat of The Woods At Creekside First Plat to be overall substantially consistent with the approved preliminary plat.

2. The construction plans for any utilities, infrastructure or public facilities meet all technical specifications.

Staff has reviewed the specifications of the proposed streets and easements on the final plat and determined they meet the City's standards.

3. The phasing and timing of public improvements ensures construction and performance guarantees.

The Public Works Department has reviewed and provided comments for the public street & stormwater plans for The Woods At Creekside & Creekside Village planned residential development. In addition, the Public Works Department has reviewed and approved land disturbance & grading permits for The Woods At Creekside & Creekside Village; this includes erosion control plans. Per Parkville Municipal Code, Section 404.040, subsection H., before acceptance by the City of streets or sewers, the owner shall post a maintenance bond, cash or irrevocable letter of credit satisfactory to the Board of Aldermen and in accordance with City policies and Public Works procedures. The purpose of this requirement is to guarantee against defects in construction for a period of two years. The City's Public Works Construction Inspector will work closely with the developer to ensure public improvements are constructed in accordance with the approved plans and Section 404.040.

4. **Any deviation in the final plat from the preliminary plat brings the application in further compliance with the Master Plan and the purposes and intent of this code.** Although there is deviation from the approved preliminary plat in terms of block layout, street design and access, and the open space systems and civic design elements; there are no other deviations from the preliminary plat (Case No. PZ18-17B). Although the intent isn't to bring the final plat in further compliance with the *Parkville Master Plan* (the intent is to preserve area around Brush Creek), such action does compliment the *Parkville Master Plan's* goals of environmental stewardship (e.g., preservation of open space and areas of environmental significance, protecting the City's watersheds, and cluster development) as the final plat preserves a large amount of vegetation and open space west of Homer Parkway around Brush Creek.

Cluster Development

Clustering is a form of planned development that concentrates buildings on part of the site (the cluster area) to allow the remaining land (the open space) to be used for recreation, common open space or preservation of environmentally sensitive areas. The open space may be owned by either a private or public entity.



*Excerpt from Ch. 4: Environmental Stewardship
of the Parkville Master Plan (2009)*

Lastly, per staff's review of both the previously approved preliminary development plan for The Woods At Creekside & Creekside Village planned residential development, and this Application for Final Plat for The Woods At Creekside First Plat, against the requirements of Section 403.020, Subsection D. and Section 403.040, Subsection B., it was determined the final plat application is in accordance with the *Parkville Master Plan's* projection of Mixed Use Residential Neighborhood and Moderate Density Residential Mix future land uses, purposes and intent of the Development Code.

5. The recommendations of professional staff, or any other public entity asked to officially review the plat.

Staff consulted with Jay Norco, City Engineer regarding Platte County Regional Sewer District (PCRS) existing infrastructure and easements; and Dean Cull, Fire Marshall with the Southern Platte Fire Protection District (SPFPD) during review of the associated application for subdivision – preliminary plat. It was determined that all existing easements were drawn and labeled correctly. It was also determined that the width of the streets (measured front-of-curb to front-of-curb) were wide enough to support turning movements for their standard Pierce Fire Truck (duel axle; 110 ft. ladder).

Staff Conclusion and Recommendation

Staff concludes that with the exceptions noted above, the proposed final plat application: Is substantially consistent with the approved preliminary plat despite changes made to the street design, block and lot layout based on review with the City's legal counsel; the construction plans for any utilities, infrastructure or public facilities meets all technical specifications; the phasing and timing of public improvements ensures construction and performance guarantees; deviations between the preliminary plat and final plat bring the application in further compliance with the *Parkville Master Plan* and purposes and intent of the Development Code; and the final plat has been reviewed by professional staff.

Staff recommends approval of the Application for Subdivision – Final Plat for The Woods At Creekside First Plat based on the merits of the application and the findings and conclusions in the report. It should be noted that the recommendation contained in this report is made without knowledge of facts, comments or any additional information which may be presented during the meeting. For that reason, the conclusions herein are subject to change as a result of evaluating additional information; additionally, staff reserves the right to modify or confirm the conclusions and recommendations herein based on consideration of any additional information that may be presented.

Necessary Action

Following consideration of the Application for Subdivision – Final Plat, supporting information, associated exhibits, factors discussed above and any testimony presented at the meeting, the Planning and Zoning Commission should recommend approval (with or without conditions), denial, or postpone the application for further consideration. If approved subject to conditions, the conditions should be noted for the record. Unless postponed, the Planning and Zoning Commission's action will be forwarded to the Board of Aldermen on May 19, 2020 for first action.

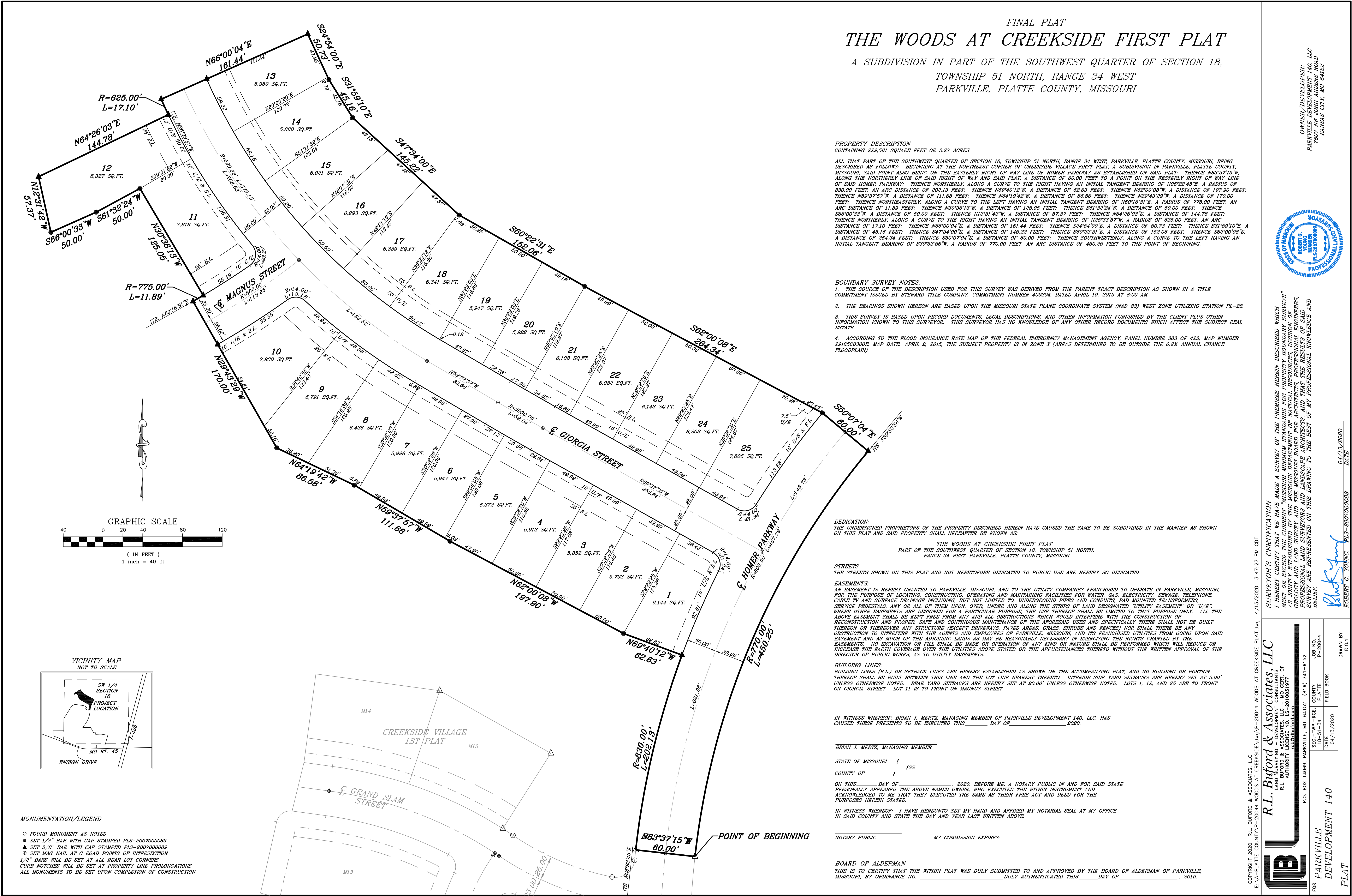
End of Memorandum



Stephen Lachky, AICP, CPM, CFM

04-24-2020

Date



FINAL PLAT
THE WOODS AT CREEKSIDE FIRST PLAT
A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 51 NORTH, RANGE 34 WEST
PARKVILLE, PLATTE COUNTY, MISSOURI

PROPERTY DESCRIPTION
CONTAINING 229,561 SQUARE FEET OR 5.27 ACRES

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 NORTH, RANGE 34 WEST, PARKVILLE, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF CREEKSIDE VILLAGE FIRST PLAT, A SUBDIVISION IN PARKVILLE, PLATTE COUNTY, MISSOURI, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF HOMER PARKWAY AS ESTABLISHED ON SAID PLAT; THENCE N83°37'15"W, ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY AND SAID PLAT, A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID HOMER PARKWAY; THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N06°22'45"E, A RADIUS OF 630.00 FEET, AN ARC DISTANCE OF 202.13 FEET; THENCE N69°40'12"W, A DISTANCE OF 62.63 FEET; THENCE N62°00'08"W, A DISTANCE OF 197.90 FEET; THENCE N59°37'57"W, A DISTANCE OF 111.68 FEET; THENCE N64°19'42"W, A DISTANCE OF 86.56 FEET; THENCE N29°43'29"W, A DISTANCE OF 170.00 FEET; THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N60°16'31"E, A RADIUS OF 775.00 FEET, AN ARC DISTANCE OF 11.89 FEET; THENCE N30°36'13"W, A DISTANCE OF 125.05 FEET; THENCE S61°32'24"W, A DISTANCE OF 50.00 FEET; THENCE S66°00'33"W, A DISTANCE OF 50.00 FEET; THENCE N12°31'42"W, A DISTANCE OF 57.37 FEET; THENCE N64°26'03"E, A DISTANCE OF 144.78 FEET; THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N26°33'57"W, A RADIUS OF 625.00 FEET, AN ARC DISTANCE OF 17.10 FEET; THENCE N68°00'04"E, A DISTANCE OF 161.44 FEET; THENCE S24°54'00"E, A DISTANCE OF 50.73 FEET; THENCE S31°59'10"E, A DISTANCE OF 45.16 FEET; THENCE S47°34'00"E, A DISTANCE OF 145.22 FEET; THENCE S50°07'04"E, A DISTANCE OF 60.00 FEET; THENCE SOUTHWESTERLY, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF S39°52'56"W, A RADIUS OF 770.00 FEET, AN ARC DISTANCE OF 450.25 FEET TO THE POINT OF BEGINNING.

- BOUNDARY SURVEY NOTES:
1. THE SOURCE OF THE DESCRIPTION USED FOR THIS SURVEY WAS DERIVED FROM THE PARENT TRACT DESCRIPTION AS SHOWN IN A TITLE COMMITMENT ISSUED BY STEWARD TITLE COMPANY, COMMITMENT NUMBER 408804, DATED APRIL 10, 2019 AT 8:00 AM.
 2. THE BEARINGS SHOWN HEREON ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM (NAD 83) WEST ZONE UTILIZING STATION PL-28.
 3. THIS SURVEY IS BASED UPON RECORD DOCUMENTS, LEGAL DESCRIPTIONS, AND OTHER INFORMATION FURNISHED BY THE CLIENT PLUS OTHER INFORMATION KNOWN TO THIS SURVEYOR. THIS SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER RECORD DOCUMENTS WHICH AFFECT THE SUBJECT REAL ESTATE.
 4. ACCORDING TO THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PANEL NUMBER 383 OF 425, MAP NUMBER 29165C03805, MAP DATE: APRIL 2, 2015, THE SUBJECT PROPERTY IS IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

DEDICATION:
THE UNDERSIGNED PROPRIETORS OF THE PROPERTY DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THIS PLAT AND SAID PROPERTY SHALL HEREINAFTER BE KNOWN AS:

THE WOODS AT CREEKSIDE FIRST PLAT
PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 NORTH,
RANGE 34 WEST PARKVILLE, PLATTE COUNTY, MISSOURI

STREETS:
THE STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

EASEMENTS:
AN EASEMENT IS HEREBY GRANTED TO PARKVILLE, MISSOURI, AND TO THE UTILITY COMPANIES FRANCHISED TO OPERATE IN PARKVILLE, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE INCLUDING, BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICE PEDESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED "UTILITY EASEMENT" OR "U/E" WHERE OTHER EASEMENTS ARE DESIGNED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL THE ABOVE EASEMENT SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE AFORESAID USES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF PARKVILLE, MISSOURI, AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT AND AS MUCH OF THE ADJOINING LANDS AS MAY BE REASONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED BY THE EASEMENTS. NO EXCAVATION OR FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPURTENANCES THERETO WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF PUBLIC WORKS, AS TO UTILITY EASEMENTS.

BUILDING LINES:
BUILDING LINES (B.L.) OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT, AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE LOT LINE NEAREST THERETO. INTERIOR SIDE YARD SETBACKS ARE HEREBY SET AT 5.00' UNLESS OTHERWISE NOTED. REAR YARD SETBACKS ARE HEREBY SET AT 20.00' UNLESS OTHERWISE NOTED. LOTS 1, 12, AND 25 ARE TO FRONT ON GEORGIA STREET. LOT 11 IS TO FRONT ON MAGNUS STREET.

IN WITNESS WHEREOF: BRIAN J. MERTZ, MANAGING MEMBER OF PARKVILLE DEVELOPMENT 140, LLC, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2020.

BRIAN J. MERTZ, MANAGING MEMBER

STATE OF MISSOURI { }
COUNTY OF { }
ON THIS _____ DAY OF _____, 2020, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED THE ABOVE NAMED OWNER, WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED FOR THE PURPOSES HEREIN STATED.

IN WITNESS WHEREOF: I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN SAID COUNTY AND STATE THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____

BOARD OF ALDERMAN
THIS IS TO CERTIFY THAT THE WITHIN PLAT WAS DULY SUBMITTED TO AND APPROVED BY THE BOARD OF ALDERMAN OF PARKVILLE, MISSOURI, BY ORDINANCE NO. _____ DULY AUTHENTICATED THIS _____ DAY OF _____, 2019.

OWNER/DEVELOPER:
PARKVILLE DEVELOPMENT 140, LLC
7607 NW JOHN ANDERS ROAD
KANSAS CITY, MO 64152

4/13/2020 3:47:27 PM CDT

4/13/2020 04/13/2020

DATE

PLAT

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES HEREIN DESCRIBED WHICH MEET OR EXCEED THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS* AND THAT WE HAVE BEEN LICENSED BY THE MISSOURI BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, GEOLOGY AND LAND SURVEY AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS, AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS DRAWING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

Robert G. Toling

ROBERT G. TOLING, PLS-200700009

R.L. Buford & Associates, LLC
LAND SURVEYING AND CONSULTANTS
P.O. BOX 14069, PARKVILLE, MO 64113 (816) 741-6152
E:rlbuford@att.net F:rlbuford.com

SEC. 14-31-34	AGE. 17-2004	COUNTY. JOHNSON	JOB NO. 17-2004
DATE. 04/13/2020	FIELD BOOK	DRAWN BY R.G.T.	

FOR PARKVILLE DEVELOPMENT 140

PLAT

**CITY OF PARKVILLE
Policy Report**

Date: May 11, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a professional services agreement with George Butler Associates for survey, engineering design and appraisal services for the Six at Park Public Improvements Project (Public Works)

BACKGROUND:

The final development plan for Six at Park was approved in April 2018. A traffic study, submitted by BHC Rhodes, determined that both a southbound left-turn and northbound left-turn lane were necessary based on the existing conditions of Route 9, regardless of the development. Staff worked with the Missouri Department of Transportation and George Butler Associates to develop a conceptual plan that incorporates the required turn lanes.

With the construction of Six at Park, the developer was granted public assistance through Chapter 100, giving the City sales tax savings realized by the sales tax exemption on construction materials. It was originally estimated that the savings would be between \$160,000 and \$200,000. The current projected savings is estimated at \$100,000. This Chapter 100 savings would be used with City funds as the 50% local match for the Governor's Cost Share program.

George Butler Associates (GBA) provided initial estimates associated with the grant funding application for the Governor's Cost Share program and has provided traffic and transportation services on numerous City projects. In October 2017, the Board of Aldermen approved a professional services agreement with GBA for on-call engineering and architectural assistance. Due to the short timeframe to complete this project, staff would like to move forward with GBA to provide engineering design services associated with the public improvements at the intersection of 6th Street and Route 9.

Staff requested a scope and fee from GBA based on the anticipated work to complete the survey, engineering design and appraisal services for the Six at Park public improvements project. The scope and fee has been reviewed by staff and included as Attachment 2.

BUDGET IMPACT:

The City submitted a grant application for the Governor's Cost Share program and will have some funding from the Chapter 100 sales tax savings from the Six and Park project. The remaining funds will come from transfers from the General Fund. The project budget breakdown is as follows:

Revenue:

MoDOT Governor's Cost Share Grant:	\$400,000
2020 General Fund Transfer to Capital Projects Fund:	\$400,000
Six at Park Sales Tax Savings:	\$100,000
2020 General Fund Transfer to Capital Projects Fund:	<u>\$172,209</u>
Total Revenue:	\$972,209

Budget:

Estimated Construction: \$800,000
Engineering: \$172,209
Total Budget: \$972,209

ALTERNATIVES:

1. Approve the professional services agreement with GBA for the engineering design of the Six at Park public improvements.
2. Direct staff to negotiate changes to the professional services agreement.
3. Release a Request for Qualifications to solicit other engineering firms for the project.
4. Do not approve the professional services agreement.
5. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on May 11, 2020, the Finance Committee did not take action on this item. The Finance Committee recommended that this item be heard by the Board of Aldermen.

STAFF RECOMMENDATION:

Staff recommends the approval of the professional services agreement with George Butler Associates for the survey, engineering design, and appraisal services for the Six at Park public improvements project.

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 a professional services agreement with George Butler Associates for survey, engineering design and appraisal services for the Six at Park public improvements project in the amount of \$153,709, and the additional sub consultants for \$18,500.

ATTACHMENTS:

1. Agreement
2. Fee Proposal

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this 19th day of May 2020, by and between the CITY OF PARKVILLE, MISSOURI ("City") and GEORGE BUTLER ASSOCIATES, INC. ("Service Provider").

WHEREAS, the City requires Engineering Design Services for the Complete Streets Improvements of the Six at Park ("Project"); and

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

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

I. SCOPE OF SERVICES

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

II. STANDARD OF CARE

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

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay Service Provider as follows:
 - a. Services will be billed on a monthly basis using hourly rates and equipment charges as set forth in Exhibit A.
 - b. Service Provider is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. except as provided in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.

- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in Exhibit A – Scope of Services and Fees.
- C. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- D. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall advise the City of additional costs, if any, in performing the delayed services, before Service Provider performs the delayed services.

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement the insurance described on Exhibit B.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

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

VIII. OWNERSHIP OF WORK PRODUCT

Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works. However, such reuse without written verification or adaption by Service Provider for the specific purpose intended by City will be at the City's sole risk and without liability or legal exposure to Service Provider.

IX. RELATIONSHIP OF THE PARTIES

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

X. NOTICES

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

City of Parkville
Attn: Public Works Director
8880 Clark Ave.
Parkville, MO 64152
aabel@parkvillemo.gov

George Butler Associates, Inc.
Attn: Bryan Blizzard
9801 Renner Boulevard
Lenexa, KS 66219-9745
913-577-8350

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until the contracted duration has expired or has been terminated/no longer deemed necessary.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination at the rates set forth on Exhibit A, or if the appropriate compensation of

services performed through the date of termination is not set forth on Exhibit A, on a pro-rata basis determined by the percentage of completion of services as described on Exhibit A. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. RESOLUTION OF DISPUTES

- A. City and Service Provider agree that disputes relative to the services and the Project shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the services as per this Agreement as if no dispute existed.
- B. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Administrator as to such matter or other action on which the dispute is based.
- C. Arbitration of disputes.
 - i. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
 - ii. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
 - iii. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Service Provider and any person or entity with whom the City or Service Provider has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement or not a party to an agreement with the City, except by written consent containing a specific reference to the Agreement signed by the City and Service Provider and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
 - iv. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

- v. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- C. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City
- D. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- E. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - i. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - ii. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees can lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in

connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

- H. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City
Clerk

George Butler Associates, Inc.

EXHIBIT A

SCOPE OF WORK AND FEES



DONOHO APPRAISALS

APPRAISING FOR RIGHT OF WAY & LITIGATION VALUATION

April 27, 2020

Mr. Bryan Blizzard, PE
GBA
9801 Renner Boulevard, Ste. 300
Lenexa, KS 66219

SUBJECT: Fee Proposal for approximately 6 appraisals and acquisitions, before and after proposed right of way and/or easements have been acquired, for the 6th & 9 Highway Intersection Project, Parkville, Missouri.

Dear Mr. Blizzard:

Please find listed below the total proposed appraisal and acquisition fees, as applicable, for the above referenced project.

Total Appraisal Fee	\$7,500
Total Acquisition Fee	\$6,000
Total Project Fee	\$13,500

This proposal assumes there will be a total of 6 tracts requiring appraisals and acquisitions. Providing the number of tracts in this proposal is reduced or increased any further from this proposal, the numbers above could change. This proposal assumes the appraisal/acquisition services will commence around Fall 2020/Winter 2021. Should the project start later than this time frame, the fees set out above could change. If the project varies significantly from what has been presented to our office, as of the date of this proposal, and in our discussions with the Engineer, the fee schedule set out above could also change.

This proposal assumes there will be Federal and/or State funding involved in this project.

Appraisal review estimates have not been included in this proposal. Appraisal reviews will be required for any property whose damages are over \$10,000.

Since there are no final construction plans available for review as of the date of this proposal, it is assumed based on the fees set out above, none of the properties, will suffer damage to the remainder and/or total property acquisition. ***If any properties might have damage to the remainder, it would be based on such things as a legal non-conformity, some form of reduced utility of the property, reduced or limited access, etc. This would include anything that would make the property less functional than it was prior to the proposed project. This can ultimately only be determined when we have final plans and legal descriptions to review.***

If any remainders of properties are damaged as a result of the proposed project, requiring a complete narrative appraisal, the appraisal and acquisition fees will be higher than shown above on those given properties. The fee for appraising damages on any tract, if appropriate, will be negotiated at the time such damage is determined, between our office and the appropriate contact for the City.

There are no relocation fees included in the above figures.

The fees set out above are for furnishing appraisals and providing acquisition services only. Any meetings pertaining to acquisitions that have not been settled during normal negotiations, and are carried forward through the eminent domain process by the City, will be billed at \$350 per hour. Also, any meetings/appearances, including, but not limited to, public meeting preparation, hearing preparation, deposition preparation, public meetings, hearings, depositions, pre-trial or trial testimony, will be billed at \$350 per hour.

Although the fees set out above are not expected to change, if an excessive amount of time is spent procuring acquisitions on a particular property, the hourly rate indicated above may be incurred for this particular property. Before continuing acquisition work that might require the hourly fee, Donoho Appraisals, would get permission from the client indicating they want us to continue the acquisition process on a particular property where the rate might go into effect.

We assume in this proposal that title reports for each tract, two copies of the half sized project plans and individual tract maps will be furnished by the City or GBA. Additionally, we will need right of way/easement documents and legal descriptions of the proposed acquisitions. It is our understanding that the City will complete these documents and provide them to our office.

We will complete the appraisals for this project within 45-60 days from the time we are given notice to proceed.

We will need up to 60 days from the date the City notifies us the appraisals have been approved to complete offers for acquisitions on this project. This is subject to the City indicating they would want to extend that time prior to filing a petition for eminent domain, if required.

The above time frames are subject to the current Coronavirus stipulations set forth by the State, County, and City. We will need access to County Records, Deeds, Appraisal data, etc. to complete appraisals for the project. Depending on current conditions at the time of property acquisition work, it may be necessary to complete the acquisition process with property owners, via phone, video conference, and US Postal Service (for hard copies of documents, maps, etc.).

Thanks for allowing us to submit a proposal on this project, it is greatly appreciated. Providing you have any questions concerning the above, please call me.

April 27, 2020

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Mr. Bryan Blizzard, PE

GBA

6th & 9 Hwy. Intersection

Sincerely,

Donoho Appraisals

A handwritten signature in black ink that reads "Al Donoho". The signature is written in a cursive, flowing style.

Al Donoho, MAI, SR/WA

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EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:
 - a. Is authorized to do business in the State of Missouri;
 - b. Carries a Best's policy holder rating of A-VIII or better and at least a Class X financial rating.
 - c. Is a company mutually agreed upon by the City and the Service Provider, agreed upon at execution.
2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).
4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.
5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as Acord forms. A copy of the Notice of Cancellation Endorsement must be furnished to the City prior to commencement of Work. The Contractor shall notify the City of any reduction in limits of protection under any policy listed in the Certificate in excess of \$10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the City determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.
6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to City prior to the expiration date of any coverage. Service Provider shall keep all

insurance in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available

7. Severability of Interest. All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.
8. Service Provider shall include the Indemnitees as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnitees shall be included as additional insureds under Service Provider's furnished insurance (except Workers' Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.
9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:
 - 10.1 Commercial Automobile Liability Insurance. Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars \$1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.
 - 10.2 Workers' Compensation and Employer's Liability Insurance. Service Provider shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer's Liability (including occupational disease) coverage with limits not less than One Million Dollars \$1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.
 - 10.3 Commercial General Liability Insurance. Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of Two Million Dollars

\$2,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 products/completed operations aggregate coverage.

- 10.4 Excess Liability. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars \$1,000,000.00 per occurrence and Two Million Dollars \$2,000,000.00 aggregate.
11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.
12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Service Provider's liability with respect to its performance of this Agreement.
13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than Two Million Dollars (\$2,000,000.00), with a deductible of not more than Three Hundred Thousand Dollars (\$300,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days' prior written notice to the City, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.
14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.

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CITY OF PARKVILLE
Policy Report

Date: May 12, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve Resolution No. 20-008 approving and endorsing an application for a Tree Resource Improvement and Maintenance Grant to the Missouri Department of Conservation for a tree inventory of the parks (Public Works)

BACKGROUND:

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.

On August 2018, the Board of Aldermen approved a two-year on-call services agreement with Arbor Masters to assist the City with tree trimming and removal for emergency and routine work. The Parks Superintendent will meet with a Certified Arborist to identify the needs of the park. With past TRIM grant applications, the primary focus was the installation and removal of hazardous trees.

City staff plans to prepare and submit the Tree Resource Improvement and Maintenance (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.

This item was presented to the Community Land and Recreation Board (CLARB) during their May 13th meeting. They recommended that the Board of Aldermen direct staff to prepare and submit the TRIM grant application.

BUDGET IMPACT:

The 2020 Parks Budget (line item 10-525.07-52-00) includes \$18,000 for tree trimming. This budget includes the local match associated with the MDC TRIM grant. In Parkville's case, MDC would reimburse 75% of the grant request. The city receives 15% bonus matching funds because the City has the Tree City USA designation. As a result, if the city receives the requested amount of \$10,000, the City's local match would be \$2,500.

ALTERNATIVES:

1. Direct staff to submit the TRIM grant request as outlined.

2. Direct staff to submit the TRIM grant request with changes as directed by CLARB.
3. Direct staff not to submit the TRIM grant request.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

The resolution of support for the grant application did not require recommendation from the Finance Committee. Once the grant is awarded, the City will need to contract with a tree service company. That item will be approved separately, in accordance with the City's purchasing policy.

STAFF RECOMMENDATION:

Staff recommends that the support in the preparation and submittal of a TRIM grant request in the amount of \$10,000 to assist with planting new trees and removing the hazardous trees that are rated with a high priority based on the tree inventory.

POLICY:

City Code Section 150.050 states that it shall be the responsibility of the Community Land and Recreation Board to act in an advisory capacity for the Parks and Recreation Department to study, investigate, counsel, develop or update annually and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs along streets and in other public areas. The Board of Aldermen may refer issues to the Community Land and Recreation Board for further discussion.

SUGGESTED MOTION:

I move to approve a resolution of support and direct staff to submit the Tree Resource Improvement and Maintenance grant application for a tree inventory of the parks.

ATTACHMENTS:

1. Resolution No. 20-008



***CITY OF PARKVILLE, MO.
RESOLUTION NO. 20-008***

**A RESOLUTION APPROVING AND ENDORSING AN APPLICATION TO THE
MISSOURI DEPARTMENT OF CONSERVATION FOR FUNDING UNDER THE
TREE RESOURCE IMPROVEMENT AND MAINTENANCE GRANT**

WHEREAS, the City of Parkville deems it a high priority to improve quality of life for all citizens through parks and recreation programs; and

WHEREAS, 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; and

WHEREAS, the projects 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; and

WHEREAS, the City of Parkville will meet with an urban forester with MDC and identify areas where trees need to be planted and hazardous trees in English Landing Park that need to be removed; and

WHEREAS, the City of Parkville wishes to make application to the MDC for consideration of the Tree Resource Improvement and Maintenance grant; and

WHEREAS, the City of Parkville agrees to comply with all program guidelines and requirements of said Grant Program if such application shall be funded by the MDC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen approves and endorses an application for the Tree Resource Improvement and Maintenance grant to help fund the tree removal and reforestation plan for English Landing Park.

BE IT FURTHER RESOLVED that the Board of Aldermen directs City Administration to complete and submit the required grant application documents.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 19th day of May 2020.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

**CITY OF PARKVILLE
Policy Report**

Date: May 12, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve the second reading of an ordinance to accept public street, sanitary and storm improvements and the associated maintenance bond for the Reserve at Riss Lake (Public Works)

BACKGROUND:

The Reserve at Riss Lake was constructed around 2005. In 2019, the developer came to the City to replat, combining lots 693 and 694, at the intersection of Edgewater Drive and Westlake Drive. Along with the plat, the developer's engineer submitted public improvement plans for the realignment of the street, along the property frontage, and subsequent sanitary and storm sewer improvements.

The public improvements plans for the street, sanitary sewer and storm sewer improvements were reviewed by the Public Work staff. The plans were approved in August 2019 and the public improvement permit was issued. The improvements were completed in September 2019.

The improvements were designed and constructed in accordance with the American Public Works Association design standards and construction specifications. The Public Works Construction Inspector worked closely with the contractors on the project. There were no issues during construction of the public improvements; the contractor constructed the project in accordance with the approved plans.

The first reading was approved during the May 5th Board of Aldermen meeting.

BUDGET IMPACT:

The acceptance of these public improvements will have no immediate budget impact. However, it will add to future street, sanitary and storm maintenance responsibilities.

ALTERNATIVES:

1. Approve the second reading of an ordinance to accept the public improvements for the Reserve at Riss Lake.
2. Do not accept the public improvements.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

This item did not require a recommendation from the Finance Committee.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen accept the public roadway improvements for the Reserve at Riss Lake.

POLICY:

Per Parkville Municipal Code Section 505.080, the Board of Aldermen must accept public improvements prior to the issuance of building permits. Per this section, the Board must also approve the maintenance bond in an amount equal to fifty percent (50%) of the cost of the improvements and guaranteeing against defects in the construction of streets for a period of two (2) years.

SUGGESTED MOTION:

I move to approve Bill No. 3086, an ordinance accepting public street, sanitary and storm improvements and associated maintenance bond for the Reserve at Riss Lake, on second reading to become Ordinance No. _____.

ATTACHMENTS:

1. Ordinance - Reserve at Riss Lake
2. Public Improvement Bond - Reserve at Riss Lake

AN ORDINANCE ACCEPTING PUBLIC STREET, SANITARY AND STORM SEWER IMPROVEMENTS AND THE ASSOCIATED MAINTENANCE BOND FOR THE RESERVE AT RISS LAKE

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI AS FOLLOWS:

Section 1. The subdivision plat to combine Lots 693 and 694 in the Reserve at Riss Lake was administratively approved by the City of Parkville on August 17, 2019.

Section 2. The public improvement plans titled The Reserve at Riss Lake were reviewed by Public Works staff and approved for construction in August 2019.

Section 2. Street, sanitary and storm sewer public improvements associated with the Reserve at Riss Lake Lots 693 and 694 were completed in September 2019.

Section 3. The design and construction of the improvements meet the City's adopted standards as set forth in the Parkville Municipal Code and the currently adopted edition of the Kansas City Metro Chapter of the American Public Works Association.

Section 4. A maintenance bond was submitted in the amount of \$18,469 to reflect the value of the public improvements.

Section 5. The acceptance date will initiate the beginning of the required two-year contractor maintenance bond period as outlined in Parkville Municipal Code Chapter 505, Section 505.080. Per this section, the applicant is responsible for correcting defects or other issues apparent during that time.

Section 5. The public improvements located within the right-of way and easements of the Riss Lake Reserve are hereby accepted.

Section 6. This ordinance is effective upon its passage and approval.

PASSED and APPROVED this 19th day of May 2020.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

MAINTENANCE BOND

Bond Number 09328268

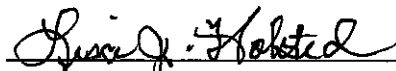
KNOW ALL MEN BY THESE PRESENTS: That **The Havens Construction Co., Inc.** (hereinafter called the Principal), and **Fidelity and Deposit Company of Maryland** a corporation of the State of **Maryland** (hereinafter called the Surety), are held and firmly bound unto the **City of Parkville, MO** (hereinafter called the Obligee), in the full and just sum of **Eighteen Thousand Four Hundred Sixty Nine and No/100 DOLLARS (\$18,469.00)** to the payment of which sum, well and truly be made, the Principal and Surety bind themselves, and each of their heirs, administrators, executors and assigns, jointly and severally firmly by these presents.

WHEREAS the said has been given permission by Permit No. _____ to construct **Reserve at Riss Lake**.

NOW THEREFORE, the conditions of this bond are such that if the said shall construct or cause to be constructed and completed the entire improvement provided for in said Permit, and shall construct same in accordance with specifications used by the City for like improvements, and to the lines and grades given by the City Engineer, all to be done subject to the approval and acceptance of the **City of Parkville, MO** and shall construct said improvement with such materials and in such manner that the same shall endure without need of any repairs for a period of **Two (2)** year from and after completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs for the period of **Two(2)** year from and after the completion and acceptance thereof as aforesaid, then this obligation shall be void; otherwise to be in full force and effect.

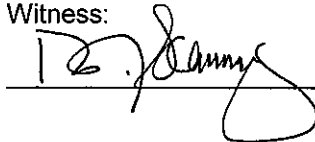
Signed and sealed this **7th** day of **August**, 2019.

Witness:



Lisa J. Holsted
Corporate Secretary

Witness:

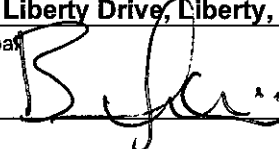


Mary T. Flanagan, Attorney-in-Fact

The Havens Construction Co., Inc.
9400 Liberty Drive, Liberty, MO 64068

Principal

By:

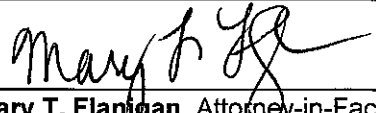


Bruce M. Laughlin
Senior Vice President

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056 (847) 605-6000

Surety

By:



Mary T. Flanagan, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Debra J. SCARBOROUGH, Megan L. BURNS-HASTY, Christy M. BRAILE, Mary T. FLANIGAN, Laura M. BUHRMESTER, Charissa D. LECUYER, Rebecca S. LEAL, C. Stephens GRIGGS and Tahitia M. FRY, all of Kansas City, Missouri, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of July, A.D. 2019.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 7th day of August, 2019.



Brian M. Hodges,
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577