



BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, September 7, 2021 7:00 PM
City Hall Board Room

Next numbers: Bill No. 3140 / Ord. No. 3087

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. CITIZEN INPUT

3. CONSENT AGENDA

- A. Approve the minutes for the August 17, 2021, regular meeting
- B. Approve the minutes of the August 31, 2021, special meeting
- C. Receive and file the July Sewer Report
- D. Approve a community partnership agreement with the Parkville Economic Development Council through December 31, 2021
- E. Approve a three-year lease extension with the Parkville Economic Development Council for office space at City Hall
- F. Approve a purchase order with Axiom Instrumentation Services to purchase a dissolve oxygen meter for the wastewater treatment plant
- G. Approve memorandums of agreement with Park University to conduct an annual supervised deer hunt and permit hunt
- H. Approve a quit claim deed to transfer property from Evergy Metro, Inc. to the City for Tract D of Ensign Drive (Community Development)
- I. Approve accounts payable from August 13 to September 2, 2021

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. Deny an application to rezone a parcel of land, generally located to the north of Walnut Creek Acres No. 4 subdivision to the south of The Deuce at The National Golf Club of Kansas City and to the west of The National 7th subdivision between N. Crooked Road and S. National Drive, from Platte County "RMD" Residential Multiple Dwelling and "R-7"

Posted Date & Time: 9/3/21; 4:12 p.m.

By: MM

Single-Family High Density to Parkville City “R-5-P” Multi-Family Residential and “R-4-P” Mixed-Density Residential - Case No. PZ 2021-13; Todd Kobayashi, Genesis Companies, applicant (Community Development)

- B. Deny a preliminary development plan for Platte 38, a planned residential development consisting of an apartment/condominium building and duplexes generally located to the north of Walnut Creek Acres No4 subdivision to the south of The Deuce at The National Golf Club of Kansas City and to the west of The National 7th subdivision between N. Crooked Road and S. National Drive in unincorporated Platte County - Case No. PZ 2021-14; Todd Kobayashi, Genesis Companies, applicant (Community Development)
- C. Approve the second reading of an ordinance to amend Parkville Municipal Code sections 402.010, 405.020 and 405.040 to create provisions and guidelines for short-term rentals - Case No. PZ 2019-12 (*postponed from August 17 meeting*) (Community Development)
- D. Adopt an ordinance to approve a lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 3 (Public Works)
- E. Approve a professional services agreement with McClure Engineering for the design of the Platte Landing Park Ballfields project (Public Works)

5. STAFF UPDATES ON ACTIVITIES

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

7. ADJOURN

General Agenda Notes:

The agenda closed at noon on September 2, 2021. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next Board meeting agenda. The deadline to submit your name for Citizen Input is noon on September 7, 2021.

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:06 p.m. at City Hall, 8880 Clark Avenue, Parkville, Missouri on August 17, 2021, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Present:

Ward 1 Alderman Philip Wassmer
Ward 2 Alderman Dave Rittman
Ward 2 Alderman Brian T. Whitley
Ward 3 Alderman Douglas Wylie
Ward 4 Alderman Marc Sportsman
Ward 4 Alderman Greg Plumb
Ward 1 Alderman Tina Welch - *joined meeting at 7:37 p.m.*

Absent:

Ward 3 Alderman Robert Lock - *with prior notice*

A quorum of the Board of Aldermen was present.

The following staff was also present:

Joe Parente, City Administrator
Kevin Chrisman, Police Chief
Alysen Abel, Public Works Director
Stephen Lachky, Community Development Director
Matthew Chapman, Finance/Human Resources Director
Chris Ashley, Public Works Project Manager
Jeffery Rhodes, 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

A. Proclaim August 26, 2021, as 19th Amendment Celebration Day

Mayor Johnston presented the proclamation to American Association of University Women Parkville Branch President Debra McArthur.

3. CONSENT AGENDA

- A. Approve the minutes for the August 3, 2021, regular meeting
- B. Receive and file the July Municipal Court report
- C. Receive and file the financial report for the month ending July 31, 2021
- D. Receive and file the crime statistics for January through June 2021
- E. Appoint Michael Gunn to the Board of Zoning Adjustment through May 2023
- F. Appoint Bryan Dehner as chair to the Ethics Commission through May 2026
- G. Approve a retail liquor by the drink picnic license for the Main Street Parkville Association for Parkville Microbrew Fest on October 16, 2021

- H. Approve the semi-annual financial report for the first half of 2021 and direct City Administration to publish
- I. Approve Work Authorization No. 2 with Shockey Consulting for communication services related to public information for the use tax referendum
- J. Approve Work Authorization No. 12B with George Butler Associates for engineering services during construction of the Route 9 (Highway 45 to Lakeview Drive) improvements
- K. Approve accounts payable from July 30 to August 12, 2021

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTIONS, AS PRESENTED.**

RESULT: MOTION PASSED 6-0.

4. ACTION AGENDA

- A. **Review and approve the audit for fiscal year 2020 as prepared by Cochran, Head & Vick Co., P.C.**

Finance/Human Resources Director Matthew Chapman stated that the City had an agreement with Cochran, Head, Vick & Co. to complete the 2020 audit.

Michael Keenan, Cochran, Head, Vick & Co., P.C. provided a summary of the 2020 audit; presentation attached as Exhibit A. He issued an unmodified/clean opinion which was the highest level they could give. He recommended a budget amendment related to the crossover refunding bonds. He recommended that the City work through unique transactions with them throughout the year.

Mayor Johnston thanked staff for their professionalism and said she spoke to Mr. Keenan about the sewer allocation study completed by Baker Tilly. He said they were a well-known firm that was respected for their studies. Discussion focused on how the City addressed recommendations from the 2019 audit when completing the 2020 audit.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED DECEMBER 31, 2020.**

RESULT: MOTION PASSED 6-0.

- B. **Hold a public hearing and adopt an ordinance to approve the 2021 property tax levy for fiscal year 2022**

Finance/Human Resources Director Matthew Chapman said the City received a pro forma from the State Auditor and the maximum amounts were adjusted. Since 2011, the Board had elected to maintain both levies at the maximum. He said the estimated increase in tax revenues due to maintaining both tax levies at the adjusted maximum level totaled \$124,312. City Administrator Joe Parente said the tax rate was decreasing because the property valuations increased. The City could only collect the Consumer Price Index increase and that, with the new construction added to the tax rolls, would result in increased

revenue.

Mayor Johnston opened the public hearing. Hearing no comments, she closed the public hearing.

Alderman Welch joined at 7:37 p.m. and because she did not participate in the discussion she did not vote on the item.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3136, AN ORDINANCE **SETTING THE 2021 GENERAL TAX LEVY AT \$.4400 PER \$100.00 OF ASSESSED VALUATION AND THE GENERAL-TEMP LEVY AT \$.1664 PER \$100.00 OF ASSESSED VALUATION**, ON FIRST READING.

RESULT: MOTION PASSED 6-0.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3136, AN ORDINANCE **SETTING THE 2021 GENERAL TAX LEVY AT \$.4400 PER \$100.00 OF ASSESSED VALUATION AND THE GENERAL-TEMP LEVY AT \$.1664 PER \$100.00 OF ASSESSED VALUATION**, ON SECOND READING TO BECOME ORDINANCE NO. 8030.

RESULT: MOTION PASSED 6-0.

AYES: PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

C. **Approve the second reading of an ordinance to authorize a ballot question to impose a local use tax on out-of-state purchases**

Mayor Johnston stated that the first reading was presented on August 3. City Administrator Joe Parente said that if approved, the City Clerk would certify the ballot question by the deadline of August 24. The new law updating the statewide use tax ballot language would become effective on August 28 and a special meeting was scheduled for August 31 to adopt an ordinance with the new ballot language. Following the special meeting, the city attorney would file a petition with the court to include the new language on the November ballot. The goal was to have the correct ballot language according to the law which would be less confusing to voters.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3135, AN ORDINANCE **CALLING FOR AN ELECTION FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS THE QUESTION OF WHETHER TO IMPOSE A LOCAL USE TAX ON OUT-OF-STATE PURCHASES AT A RATE EQUAL TO THE RATE OF THE LOCAL SALES TAXES IN EFFECT IN THE CITY**,

ON SECOND READING TO BECOME ORDINANCE NO. 3081.

RESULT: MOTION PASSED 7-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

D. **Approve the second reading of an ordinance to grant a franchise to operate a natural gas distribution plant and system within the City to Spire Missouri, Inc.**

Mayor Johnston stated that the first reading was presented on July 6. No additional information was presented.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3128, AN ORDINANCE **GRANTING A FRANCHISE TO OPERATE A NATURAL GAS DISTRIBUTION PLANT AND SYSTEM WITHIN THE CITY TO SPIRE MISSOURI, INC.,** ON SECOND READING TO BECOME ORDINANCE NO. 3082.

RESULT: MOTION PASSED 7-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

E. **Approve the second reading of an ordinance to grant Evergy Metro, Inc., its successors and assigns, a franchise and authorization to construct, operate and maintain all appropriate facilities for carrying on a light, heat and power business; granting the right to use the streets, alleys and all other public places within the present or future certified service territory of the company therefore; and prescribing the terms and conditions of such authorization**

Mayor Johnston stated that the first reading was presented on July 6. No additional information was presented.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3129, AN ORDINANCE **GRANTING EVERGY METRO, INC., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE AND AUTHORIZATION TO CONSTRUCT, OPERATE AND MAINTAIN ALL APPROPRIATE FACILITIES FOR CARRYING ON A LIGHT, HEAT AND POWER BUSINESS; GRANTING THE RIGHT TO USE THE STREETS, ALLEYS AND ALL OTHER PUBLIC PLACES OF THE CITY WITHIN THE PRESENT OR FUTURE CERTIFICATED SERVICE TERRITORY OF THE COMPANY**

THEREFORE; AND PRESCRIBING THE TERMS AND CONDITIONS OF SUCH AUTHORIZATION, ON SECOND READING TO BECOME ORDINANCE NO. 3083.

RESULT: MOTION PASSED 7-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

F. **Approve the second reading of an ordinance to approve an agreement with the Missouri Department of Conservation to maintain the boat ramp in Platte Landing Park**

Mayor Johnston stated that the first reading was presented on August 3. No additional information was presented.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3134, AN ORDINANCE **APPROVING AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION FOR THE MAINTENANCE OF THE BOAT RAMP IN PLATTE LANDING PARK**, ON SECOND READING TO BECOME ORDINANCE NO. 3084.

RESULT: MOTION PASSED 7-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

G. **Approve a construction agreement with Mid States Forms for the Busch Drive cul-de-sac improvements**

Public Works Director Alysén Abel said that the landscape island was located on Busch Drive near the former boat ramp in English Landing Park. Embassy Landscape created a design that was presented to the Community Land and Recreation Board (CLARB) who provided positive feedback on the project. Because only one bid was received and it was over budget, the Board of Aldermen rejected the bid and rebid the project, at which time two quotes were received.

Discussion focused on lighting, irrigation, a water feature, reallocating funds to increase the budget to ensure the final product was close to the design and a project with less long-term maintenance for City staff. Abel said that CLARB discussed the budget and Public Works Project Manager Chris Ashley was working on a scope to determine estimated costs for additional work to match the design. She noted that the wall was the first phase and the additional items would be the second phase. Staff would proceed as directed and provide a

revised budget number to the Finance Committee and Board of Aldermen.

Barbara Loveless, 5221 NW Bluff Drive, noticed that the agreement did not include concrete testing and she recommended that the City make sure the improvements would withstand future floods. Abel responded that City's structural engineer reviewed the integrity of the wall. The original quote included a boilerplate template that excluded the retaining walls, but the agreement included construction of the retaining wall which would have fascia placed around the outside after it was built. The City would issue work authorizations for the on-call construction inspection staff to complete compression testing on the improvements. She noted that testing was completed on all public improvements for the City.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE A CONSTRUCTION AGREEMENT WITH MID STATES FORMS FOR THE BUSCH DRIVE CUL-DE-SAC IMPROVEMENTS IN THE AMOUNT OF \$46,505.90.**

RESULT: MOTION PASSED 7-0.

H. **Approve the second reading of an ordinance to amend Parkville Municipal Code sections 402.010, 405.020 and 405.040 to create provisions and guidelines for short-term rentals - Case No. PZ 2019-12 (postponed from the March 17, 2020 meeting)**

Community Development Director Stephen Lachky provided an overview of the discussions held regarding short-term rental guidelines; presentation attached as Exhibit B. He noted that seven public forums had been held since discussion on the topic began in September 2019. Notification of the neighboring properties was removed from the proposed Code because it was included in the conditional use permit process in which notice was provided to property owners within 185 feet of the property.

Discussion focused on the definition of short-term, code enforcement, short-term rentals without a conditional use permit, parking, time limits on permits, frequency of reviews and postponing the second reading to September 7 in order to provide residents an opportunity to comment. Lachky noted that the proposed code did not define short-term based on length but by being posted on Internet platforms. The conditional use permit would include guidelines for short-term rentals that could include parking, frequency of reviews, time limits and if the proposed property would work as a short-term rental.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **POSTPONE THE SECOND READING TO SEPTEMBER 7, 2021.**

RESULT: MOTION PASSED 7-0.

I. **Approve the first reading of an ordinance to accept the street and storm sewer public improvements and associated maintenance bonds for Thousand Oaks 23rd and 24th plats and authorize staff to release up to 60 percent of the building permits**

Public Works Director Alysén Abel stated that the improvements for both plats were constructed, reviewed by City staff and determined to be in compliance with public works standards. As a condition of approval, two storm sewer culvert crossings needed to be built

on River Road and the developer was in the process of constructing them. She recommended postponing acceptance of the improvements until they were installed and she also wanted to honor their request for the City to issue building permits for the lots within the plats. Staff recommended releasing 60 percent of the building permits prior to the improvements being accepted. The second reading would be presented once construction of the culvert crossings on River Road were completed.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3137, AN ORDINANCE ACCEPTING THE STREET AND STORM SEWER PUBLIC IMPROVEMENTS AND ASSOCIATED BONDS FOR THOUSAND OAKS 23RD AND 24TH PLATS, ON FIRST READING AND POSTPONE THE SECOND READING UNTIL THE SUCCESSFUL COMPLETION OF THE RIVER ROAD STORM SEWER IMPROVEMENTS; AND AUTHORIZING STAFF TO RELEASE 60 PERCENT OF THE BUILDING PERMITS.

RESULT: MOTION PASSED 7-0.

5. STAFF UPDATES ON ACTIVITIES

A. Administration

1. City Hall Closed September 6 - Labor Day

Finance/Human Resources Director stated that City Hall would be closed on September 6 for Labor Day.

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

Alderman Wassmer requested the status of construction on Route 9 at Sixth Street and how it would affect Parkville Days. Public Works Director Alysén Abel said she instructed the contractors to complete their work on Friday so the areas were safe for the parade on Saturday.

Alderman Welch requested an update on public meetings regarding the Platte Landing Park ballfield project. City Administrator Joe Parente said that staff would present an agreement for design services and community engagement to the Finance Committee on August 30 and the Board of Aldermen on September 7.

Alderman Whitley said he received complaints about saw cutting on Main Street causing dust and Abel responded that she forwarded the complaints to the construction inspector who was going to reach out to the contractors to find alternate ways to do the work to reduce the impact to the neighbors. He also said there was a power outage in Riss Lake and requested the status of communications with Evergy. Parente responded that he was in contact with Evergy and was told their group that reviews power outages was reviewing the issue.

Alderman Sportsman asked about the location of the Parkville Microbrew Fest in October. Assistant to the City Administrator Jeffery Rhodes responded that the Main Street Parkville Association planned to use the open space in Platte Landing Park where they held the event in 2019 after the flooding.

7. ADJOURN

Mayor Johnston declared the meeting adjourned at 9:02 p.m.

The minutes for August 17, 2021, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the 7th day of September 2021.

Submitted by:

City Clerk Melissa McChesney

1. CALL TO ORDER

A special meeting of the Board of Aldermen was convened at 7:35 p.m. at City Hall, 8880 Clark Avenue, Parkville, Missouri on August 31, 2021, and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Present:

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

Absent:

None

A quorum of the Board of Aldermen was present.

The following staff was also present:

Joe Parente, City Administrator
Jeffery Rhodes, Assistant to the City Administrator
Chris Williams, City Attorney

2. CITIZEN INPUT

3. CONSENT AGENDA

4. ACTION AGENDA

A. Adopt an ordinance to authorize a ballot question to impose a local use tax at the same rate as the total local sales tax rate

City Administrator Joe Parente stated that the Board adopted Ordinance No. 8031 on August 17 to submit a use tax ballot referendum for the November 2, 2021, special election. On August 28, Senate Bill 153 became a law and revised the ballot language. The proposed ordinance would correct the language and direct the city attorney to file a petition with the Platte County Circuit Court to revise the ballot language.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3138, AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 3081 CALLING FOR AN ELECTION IN THE CITY OF PARKVILLE, MISSOURI FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY THE QUESTION OF WHETHER TO IMPOSE A LOCAL USE TAX ON OUT-OF-STATE PURCHASES AT A RATE EQUAL TO THE RATE OF THE

LOCAL SALES TAXES IN EFFECT IN THE CITY AND AUTHORIZING LEGAL COUNSEL FOR THE CITY TO SEEK AUTHORIZATION FROM THE CIRCUIT COURT PURSUANT TO CHAPTER 115 OF THE REVISED STATUTES OF MISSOURI FOR AN AMENDMENT TO THE BALLOT LANGUAGE TO CONFORM WITH STATE LAW, ON FIRST READING.

RESULT: MOTION PASSED 8-0.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3138, AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 3081 CALLING FOR AN ELECTION IN THE CITY OF PARKVILLE, MISSOURI FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY THE QUESTION OF WHETHER TO IMPOSE A LOCAL USE TAX ON OUT-OF-STATE PURCHASES AT A RATE EQUAL TO THE RATE OF THE LOCAL SALES TAXES IN EFFECT IN THE CITY AND AUTHORIZING LEGAL COUNSEL FOR THE CITY TO SEEK AUTHORIZATION FROM THE CIRCUIT COURT PURSUANT TO CHAPTER 115 OF THE REVISED STATUTES OF MISSOURI FOR AN AMENDMENT TO THE BALLOT LANGUAGE TO CONFORM WITH STATE LAW, ON SECOND READING TO BECOME ORDINANCE NO. 3085.

RESULT: MOTION PASSED 8-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, DOUGLAS WYLIE, ROBERT LOCK, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

B. Adopt an ordinance to approve a professional services agreement with Mark M. Ferguson, Attorney at Law, LLC for special legal counsel services

City Administrator Joe Parente said that the Board of Aldermen, from time to time, engaged special legal counsel for matters as directed by the Board.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3139, AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MARK M. FERGUSON, ATTORNEY AT LAW, LLC, FOR SPECIAL LEGAL COUNSEL SERVICES, ON FIRST READING.

RESULT: MOTION PASSED 8-0.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3139, AN ORDINANCE **APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MARK M. FERGUSON, ATTORNEY AT LAW, LLC, FOR SPECIAL LEGAL COUNSEL SERVICES,** ON SECOND READING TO BECOME ORDINANCE NO. 3086.

RESULT: MOTION PASSED 8-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, ROBERT LOCK, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

5. STAFF UPDATES ON ACTIVITIES

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

Alderman Whitley requested an update on the status of fixing power outages at Riss Lake. Mayor Johnston said that staff drafted a letter for the Public Service Commission to report the issue and was waiting on an update on the repairs from Evergy's government affairs to determine if a letter would be needed.

Alderman Whitley said a resident contacted him about building beds in a Riss Lake subdivision cul-de-sac for the charity Heavenly Beds. He noted that their request was denied by the City and he for reconsideration. Assistant to the City Administrator Jeffery Rhodes added that Chief Chrisman was concerned about public safety for a private event on a public street.

7. ADJOURN

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

The minutes for August 31, 2021, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the 7th day of September 2021.

Submitted by:

City Clerk Melissa McChesney

OUR MISSION

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

**Alliance Water
Resources, Inc.**

**206 S. Keene St.
Columbia, MO
65201**

(573)874-8080

OPERATIONS REPORT – PARKVILLE DIVISION

July 2021

Wastewater Treatment Plant Operations

- 2.6 inches of Rain precipitation fell during the month.
- The plant performed well this month with 98.9% removal efficiency for B.O.D. and 98.7% for TSS.
- An average of 572,516 gallons of wastewater was treated each day.

Wastewater Laboratory Analysis

- Staff performed 450 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: NH₃-N (5).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturer's guidelines.
- Staff performed QA/QC (Quality Assurance and Quality Control) on the laboratory analysis performed at the WWTF.
- AWR Staff performed E-Coli Weekly Testing.
- Yearly calibrations and Certifications were done on all lab Thermometers.

Wastewater Treatment Plant Maintenance

- Staff cleaned east and west clarifiers.
- Routine preventative maintenance was performed in accordance with all manufacturers' recommendations and logged on the computer.
- Staff power washed UV system weekly & washed down daily.
- Staff mow plant and entry road.
- Grinder pump in plant basement was pull and is going to be replaced.
- Staff installed new air conditioner in the Ras building.
- Staff wash and clean Headwork system.

Collection System Operations

- Robin 4000 odor control chemical continues to be fed from the Riss Lake site at approximately 25 gallons per day.
- AWR Staff performed 4 sewer calls.
- Staff continues to monitor the pressure gauge on force main at River Chase subdivision.
- Staff continues to monitor for H₂S at manhole B-16 on a weekly basis.
- AWR staff completed a total of 12 Emergency locates & 240 routine.

OPERATIONS REPORT – PARKVILLE DIVISION

Collection System Maintenance

- Cleaned grease out of National, Pinecrest, River Hill Lift Stations.
- Staff performed normal maintenance monitoring with no major issue.
- FTC has completed yearly service to all lift station.
- Absolute Comfort has completed yearly service of all generators.
- Absolute Comfort install new transfer switch at River Hills lift station.
- ARW staff installed a new air conditioner in electric room at McAfee life station.

Bio-solids

- Staff did not apply sludge during the month of July.

Safety

- AWR Staff Monthly Safety meeting: Excavation and Trenching, Competent person, sewage & water line maintenance.

Recommendations

- None currently.

OPERATIONS REPORT – PARKVILLE DIVISION

Loading

Hydraulic	572,516 gallons per day
Organic	499 mg/L of BOD ₅ per day

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	6.8 Min. and 7.1 Max	6.5 - 9.0
TSS	2.0 mg/L	30 mg/L
BOD ₅	2.0 mg/L	25 mg/L
NH ₃ -N	0.2 mg/L	1.7 mg/L
E. coli Coliform	12.5 #/100 ml	206 #/100 mL
O & G	Sample not required this month	10.0 mg/L (quarterly)
T. Phosphorus	Sample not required this month	Monitoring Only (quarterly)
T. Nitrogen	Sample not required this month	Monitoring Only (quarterly)
SM1 T. Phosphorus	Sample not required this month	Monitoring Only (quarterly)
SM1 T. Nitrogen	Sample not required this month	Monitoring Only (quarterly)

Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	98.7%	85 %
Solids	98.9 %	85 %

Biosolids

	Report Period	Year to Date
Quantity Applied	0 dry tons	11 dry tons
Acres Applied	0 acres	10 acres



MISSOURI DEPARTMENT OF NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL QUALITY
 Discharge Monitoring Report For Municipal Wastewater Treatment Plants

NAME OF FACILITY					LOCATION ADDRESS & CITY								COUNTY/REGION	
Parkville Extended Aeration WWTF					12303 NW FF Highway, Parkville, MO 64152								Platte/ KCRO	
MONTH/YEAR		PERMIT NUMBER			OUTFALL NUMBER		TYPE TREATMENT FACILITY							
Jul-21		MO-0113085			#001		Extended Air-Activated Sludge							
INFLUENT					EFFLUENT								% Removal	
DATE	pH UNITS	BOD mg/L	TSS mg/L	TEMP °C	FLOW GPD	pH UNITS	BOD mg/L	TSS mg/L	Ammonia as N mg/l	DO mg/L	E. coli COLFRM #/100 ML	TEMP °C	BOD mg/L	TSS mg/L
1	7.2	109.5	134	14.8	1,351,000	7.0	2.7	1		5.7		20.8	97.5	99.3
2	7.2			19.9	939,000	7.0						21		
3					742,000									
4					648,000									
5	7.2			21	592,000	7.1						21.9		
6	7.0			20.4	616,000	7.0						22		
7	7.0			20.2	585,000	6.8					4	21.9		
8	7.0	234.2	133	20.6	569,000	6.9	1.2	1	< .10	6.1		22.1	99.5	99.2
9	7.0			22.5	515,000	7.0						21		
10					531,000									
11					523,000									
12	7.0			20.8	537,000	6.9						21.8		
13	7.0			21.1	509,000	6.9			< .10			22.1		
14	7.1			22.6	488,000	6.9					67.5	22.9		
15	7.0	267.5	183	21.2	514,000	6.9	1.5	2		6.2		22.7	99.5	98.9
16	7.2			21	697,000	6.9						22.5		
17					625,000									
18					572,000									
19	7.0			22.1	534,000	7.0						20.8		
20	7.0			22.4	492,000	7.1			< .10			20.9		
21	7.1			20.9	472,000	6.8					9	22.4		
22	6.9	212.5	131	21.2	456,000	6.8	1.9	2		5.2		22.8	99.1	98.5
23	7.0			23.1	489,000	7.0						21.2		
24					475,000									
25					474,000									
26	7.0			21.6	471,000	6.8						23.4		
27	7.1			21.3	478,000	6.9			0.17			23		
28	7.1			21.5	454,000	6.9					10	23.7		
29	7.1	243.7	177	22.3	476,000	7.1	2.8	4		5.5		24.1	98.9	97.7
30	7.1			22.7	483,000	7.0						24.4		
31					441,000									
Total	22	5	5	22	17,748,000	22	5	5	1	5	4	22		
Avg		213	152	21	572,516		2.0	2.0	0.2	5.7	12.5	22.2	98.9	98.7
Min	6.9	110	131	15	441,000	6.8	1.2	1.0	0.2	5.2	4.0	20.8	97.5	97.7
Max	7.2	268	183	23	1,351,000	7.1	2.8	4.0	0.2	6.2	67.5	24.4	99.5	99.3

OPERATIONAL CONTROLS/LABORATORY TEST REQUIRED FOR "ACTIVATED SLUDGE" PROCESSES

DATE	SLUDGE DRY TONS	#1 Aeration Basin					#2 Aeration Basin					Weather Conditions			Time
		MIXED LIQUOR					MIXED LIQUOR					Temp ° F	Weather	*RAIN inches	
		pH	DO	MLSS	Settleability		pH	DO	MLSS	Settleability					
					30 min ml	Temp ° C				30 min ml	Temp ° C				
UNITS	mg/l	mg/l			UNITS	mg/l	mg/l			Temp ° F					
1		6.85	7.0	4,320	860	20.6	6.78	2.6	4,020	860	20.7	73	R	0.2	7:00
2		6.86	2.6	4,140	750	21	6.76	4.3	4,300	800	21.1	70	C	0	7:00
3												70	C	0	7:00
4												79	C	0	9:30
5		6.72	2.4	4,640	825	21.5	6.69	3.11	4,920	900	21.7	73	C	0	8:00
6		6.75	1.5	4,590	800	21.9	6.69	3.4	4,570	800	22.1	72	C	0	7:00
7		6.68	1.2	4,780	800	21.4	6.64	3.38	4,190	970	21.6	68	PC	0	6:30
8		6.66	1.4	4,440	800	22.1	6.54	2.9	4,460	800	22.3	71	C	0.5	6:00
9		6.7	1.2	4,340	800	22.1	6.65	2.4	4,380	800	22.3	72	PC	0	7:00
10												70	R	0.2	6:30
11												67	O	0.5	8:00
12		6.74	1.0	4,760	900	22.1	6.64	2.1	4,590	800	22.2	65	O	0	7:00
13		6.61	2.4	4,560	850	22.3	6.59	2.2	4,740	850	22.4	66	C	0	7:00
14		6.59	1.7	4,530	850	22.6	6.6	2.5	4,510	800	22.6	77	O	0	7:00
15		6.56	1.4	4,670	900	22.6	6.55	2.27	4,490	800	22.5	79	R	0	7:00
16		6.67	2.2	4,640	850	22.6	6.67	2.2	4,700	800	22.6	71	O	1.2	7:00
17												75	PC	0	8:30
18												73	C	0	9:30
19		6.64	0.9	4,900	900	22.4	6.63	2.4	4,970	900	22.6	69	C	0	7:00
20		6.63	1.2	4,880	900	22.3	6.64	1.7	4,900	800	22.6	71	C	0	7:00
21		6.67	1.0	6,090	1000	22.4	6.64	1.66	5,090	950	21.9	70	C	0	6:45
22		6.53	1.7	4,880	850	22.8	6.61	1.9	5,160	850	22.8	71	C	0	6:00
23		6.58	0.7	4,710	870	23	6.57	1.48	4,830	870	23.3	75	C	0	6:00
24												77	C	0	7:00
25												73	PC	0	9:00
26		6.55	0.9	4,660	880	23.3	6.64	2.17	5,210	890	23.3	76	C	0	7:00
27		6.61	2.7	4,670	900	23	6.64	0.9	4,950	880	23.3	77	C	0	7:00
28		6.62	0.3	5,110	850	23.5	6.65	1.51	5,020	850	23.6	75	C	0	6:00
29		6.65	0.7	4,920	870	23.6	6.66	2.05	5,220	850	24	77	C	0	6:00
30		6.63	1.2	4,700	890	23.7	6.59	2.2	6,050	1000	23.7	82	C	0	6:00
31												80	O	0	7:15
Total	-											73.03		2.6	
COMMENTS:															

COMMENTS:

TESTS PERFORMED BY (PRINT) Michael Taylor	SIGNATURE <i>Michael Taylor</i>	PHONE # 816-891-0003	DATE 08-04-2021
REPORT APPROVED BY (PRINT) Bob Kerbs	SIGNATURE <i>Bob Kerbs</i>	PHONE # 816-891-0003	DATE 04 Aug. 21

**CITY OF PARKVILLE
Policy Report**

Date: August 31, 2021

Prepared By:

Joe Parente, City Administrator

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a community partnership agreement with the Parkville Economic Development Council through December 31, 2021

BACKGROUND:

In 2011, the City made an initial three-year commitment for an annual \$20,000 investment toward the start-up of the Parkville Economic Development Council (PEDC). In 2015, staff worked with PEDC to develop an agreement that was approved on May 5, 2015. The purpose of the agreement was to carry out the goals of the Parkville Plan for Progress and Economic Development, of which the city is a community partner in supporting. As part of the agreement, the PEDC must provide quarterly updates to the Mayor and Board of Aldermen regarding progress in achieving the goals, as well as other goals established by the Parkville EDC Board of Directors. In 2016, the City's budgeted contribution to the EDC was increased to \$30,000. Due to the success and momentum of the organization, the Board of Aldermen budgeted \$40,000 to increase the City's investment level in 2018 and this has continued through 2020. The current agreement expired on December 31, 2020. The renewal agreement is for 2021 and will expire on December 31, 2021.

BUDGET IMPACT:

Funds for the \$40,000 investment are included in the 2021 Budget in the Administration Division (501) of the General Fund (10) under Professional Services.

ALTERNATIVES:

1. Approve the 2021 investment renewal and economic development community partnership agreement in the amount of \$40,000.
2. Do not approve the renewal and provide further directions to City Administration.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on August 30, 2021, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen approve the community partnership agreement with the Parkville EDC.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the 2021 Economic Development Community Partnership Agreement for \$40,000 with the Parkville Economic Development Council.

POLICY:

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

SUGGESTED MOTION:

I move to approve the community partnership agreement with the Parkville Economic Development Council through December 31, 2021, with a contribution of \$40,000.

ATTACHMENTS:

1. Agreement

ECONOMIC DEVELOPMENT COMMUNITY PARTNERSHIP AGREEMENT
BY AND BETWEEN
THE PARKVILLE ECONOMIC DEVELOPMENT COUNCIL AND THE CITY OF PARKVILLE, MISSOURI

This Agreement, made and entered into this ____ day of _____ 2021, by and between the Parkville Economic Development Council (the “EDC”), a Missouri non-profit corporation, and the City of Parkville, Missouri, (the “City”).

WITNESSETH:

WHEREAS, on September 21, 2010, by Resolution No. 09-01-10, the City adopted the Parkville Plan for Progress, an economic development strategic plan which contemplated formation of an independent organization to implement the strategies and goals outlined in the Parkville Plan for Progress; and

WHEREAS, on October 28, 2010, the EDC was formed as a corporation pursuant to the Missouri Non-Profit Corporation Law to be operated exclusively for exempt purposes within the meaning of Section 501(c) of the Internal Revenue Code; and

WHEREAS, the Articles of Incorporation for the EDC provide that it is organized and will be operated for the purpose of promoting economic and community development within the City of Parkville, Missouri; and

WHEREAS, on September 7, 2011, the EDC adopted its Economic Development Incentive Policy based on the Parkville Plan for Progress to guide the EDC and its staff and members in promoting economic development in the City; and

WHEREAS, since formation of the EDC, the City as a member and community partner, along with private investors and members, has provided funding on an annual basis to assist the EDC in carrying out its goals and objectives consistent with the Parkville Plan for Progress and Economic Development Incentive Policy; and

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

WHEREAS, in addition, independent of the Parkville Plan for Progress, the EDC annually adopts its own goals consistent with its purposes; and

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

WHEREAS, in conjunction with its stated mission of maintaining and enhancing the valued quality of life within the City of Parkville, Missouri, and carrying out its primary purpose of promoting economic and community development and encouraging and facilitating responsible economic development within the City of Parkville, Missouri, the EDC may cooperate with and enter into agreements with private parties through an investment and membership system and with other entities including public entities as community partners; and

WHEREAS, the parties hereto have determined that it is in the best interest of the City, and important to the public purpose of promotion of the general economic welfare of the City, to continue to serve as a community partner with and to provide funding to the EDC along with private investors and members on an annual basis to assist the EDC in carrying out its goals and objectives consistent with the Parkville Plan for Progress and Economic Development Incentive Policy.

NOW THEREFORE, in consideration of the mutual undertakings and mutual benefits associated with the activities identified herein, the EDC and City agree as follows:

1. SCOPE OF ACTIVITIES

The EDC shall perform economic development activities in accordance with its primary purpose of promoting economic and community development and encouraging and facilitating responsible economic development within the City of Parkville, Missouri, and for the benefit of the community in furtherance of the goals, policies, and implementation items outlined in the Parkville Plan for Progress and consistent with the EDC's adopted Economic Development Incentive Policy. The EDC will work independently and collaboratively with City staff, private parties, and local, state, and regional economic development organizations, as necessary, to carry out said activities.

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2021, to December 31, 2021. On or before October 1, 2021, the EDC shall provide the City Administrator with a copy of the then current fiscal year budget, projected year-end expenses and revenues, and its request for renewal of this Agreement, if applicable. It is contemplated that the parties may enter into a similar agreement for the 2022 fiscal year.

3. STATUS REPORTS AND UPDATES

During the term of this Agreement, the EDC Executive Director and/or Board Chair shall provide a quarterly update regarding the EDC's activities pursuant to the terms of this Agreement. It is understood by both parties that the activities identified in the Parkville Plan for Progress represent an ongoing plan and some objectives may have more or less progress in any given year.

4. CITY FUNDING COMMITMENT

The City agrees to provide funding to the EDC to assist it in carrying out activities contemplated by this Agreement for Fiscal Year 2021 in the amount of Forty Thousand Dollars and No Cents (\$40,000.00) within 30 days of receipt of an invoice from the EDC. The City's funding commitment is contingent upon

the EDC annually securing private sector or other funding in a minimum amount of Fifty Thousand Dollars and No Cents (\$50,000.00).

5. AUDIT AND INSPECTION OF RECORDS

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

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

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

6. SUBCONTRACTS

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

7. REPRESENTATION ON BOARD

It is agreed that the EDC's Board of Directors is the governing body of the EDC and as such it oversees the operation of the EDC. The City is entitled to name three voting members of the Board of Directors. The City will possess one non-voting position on the Board of Directors. All of the City's four representatives to the Board of Directors will concurrently serve on the EDC Executive Committee, but only the two voting directors, and the Mayor, will have a vote in matters before the EDC Executive Committee. City membership on the Board of Directors and EDC Executive Committee shall not constitute a majority of the voting membership of either body.

8. NON-DISCRIMINATION PROVISIONS

The EDC will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. EDC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. EDC will, in all solicitation or advertisements for employees placed by or on behalf of professional, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

9. COMPLIANCE WITH THE LAW

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

10. CONFLICT OF INTEREST/POLITICAL ACTIVITY

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

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

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

11. INDEPENDENT CONTRACTOR

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

12. CANCELLATION, TERMINATION OR SUSPENSION

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

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

13. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to EDC shall be addressed to:

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

14. GOVERNING LAW

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

15. MEDIA ANNOUNCEMENTS

Neither party shall be authorized to make statements to the media or otherwise on behalf of the other party without express direction and consent of the other party.

16. AUTHORIZED EMPLOYEES

EDC acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. EDC therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform activities related to this Agreement, and that its employees are lawfully allowed to work in the United States.

17. INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and related economic development activities, and EDC shall take appropriate steps to assure compliance.

18. INTEREST OF EDC AND EMPLOYEES

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

19. 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.

20. 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.

21. THIRD PARTIES

The activities to be carried out by the EDC pursuant to this Agreement 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.

22. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and EDC, and attached hereto.

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

By: _____
Chair

ITEM 3.E.

For 9/7/2021

Board of Aldermen Meeting

**CITY OF PARKVILLE
Policy Report**

Date: August 31, 2021

Prepared By:

Joe Parente, City Administrator

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a three-year lease extension with the Parkville Economic Development Council for office space at City Hall

BACKGROUND:

On April 5, 2011, the Board of Aldermen approved a lease agreement with the Parkville Economic Development Council (PEDC) for use of office space, common areas, office furnishings and communication equipment at City Hall. The agreement was renewed for a three year term in March 2014, and again in 2017. The lease expired during April 2020, but continued while the vacant Executive Director position was being filled. During this period, the office was only used for storage. The City has negotiated a lease renewal to extend the term for a three year period, expiring June 30, 2024. The lease terms are the same for the renewal period.

BUDGET IMPACT:

The PEDC will pay \$435 annually for use of the office space and equipment and the revenue will be applied to the General Fund.

ALTERNATIVES:

1. Approve the lease renewal with the PEDC.
2. Do not approve the lease renewal.
3. Direct City Administration to negotiate changes to the lease to meet the desires of the Board.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on August 30, 2021, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen approve a three-year lease extension with the Parkville EDC, subject to legal review by the city attorney.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the three-year lease extension with the Parkville Economic Development Council for space and furnishings at City Hall.

POLICY:

The Board of Aldermen must approve all agreements for the sale or lease of City property.

SUGGESTED MOTION:

I move to approve a three-year lease extension with the Parkville Economic Development Council for space and furnishings at City Hall through June 30, 2024.

ATTACHMENTS:

1. Lease Agreement

LEASE AGREEMENT
Between
CITY OF PARKVILLE, MISSOURI
and
PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

Date: September 7, 2021

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LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of this 7th day of September 2021, (the "Effective Date"}, between the City of Parkville, Missouri, a Missouri municipal corporation (the "City"), and the Parkville Economic Development Council, a Missouri not-for-profit corporation (the "EDC").

SECTION 1. LEASED PREMISES AND COMMON AREAS

1.1 The City leases to the EDC the office space designated as Suite 218 (the "Premises") located in the City's City Hall building (the "Building") located at 8880 Clark Avenue, Parkville, Missouri.

1.2 In addition to the Premises, the EDC shall have a nonexclusive right of use of common areas as designated by the City, such as meeting space upon availability, restrooms, break room and vending machines as stocked by the City or its vendor(s), entrance(s) and hallways (collectively, "Common Areas") and the exclusive use of the Office Furnishings (defined below) and Communication Equipment (defined below). Notwithstanding, the use of the break room and vending machines by the EDC, the EDC will provide its own refreshments for use by EDC's employees, guests, and invitees.

1.3 The City shall provide keys and/or access cards to the Common Area and the Premises for the EDC's use as provided in this Lease; provided, however, such keys and access cards shall be limited to use by those persons who are officers, agents and/or employees of the EDC who have been approved by the City to use such keys and access cards. It is understood that the City may, in its sole discretion, require a background check for each such person prior to the City approving such person to use any such key or access cards. The EDC shall be responsible for the cost of replacing any lost or stolen keys or access cards and shall immediately report any such lost or stolen keys or access cards.

SECTION 2. RENT

2.1 The EDC shall pay to the City as rent the sum of One Hundred Twenty Five Dollars (\$125.00) per year for the Premises and the nonexclusive use of the Common Areas ("Base Rent").

2.2 The EDC shall pay to the City as additional rent the sum of Three Hundred Ten Dollars (\$310.00) per year for the use of the Office Furnishings and the Communication Equipment ("Additional Rent").

2.3 The Base Rent and Additional Rent (collectively, "Rent") shall be payable in advance for each lease year ("Lease Year") and shall be due on the Effective Date for the first year of this Lease and thereafter for each subsequent Lease Year on each anniversary date of the Effective Date. In the event the EDC fails to pay any portion of the Rent on or before the tenth day following the due date, the EDC shall be in default under this Lease. In the event this Lease shall be terminated early pursuant to Section 3.2 of this Lease, the City shall reimburse to the EDC a portion of the Rent and Additional Rent that was paid by the EDC for the then

current Lease Year pro rata based on the unaccrued portion of the Lease Year.

SECTION 3. TERM: OPTION TO TERMINATE

3.1 The term of this Lease shall be for a period of three (3) years commencing on July 1, 2021 and ending at Midnight on June 30, 2024 ("Term").

3.2 Notwithstanding the foregoing, either party may at its option terminate this Lease by giving 90 days prior written notice to the other party and the date of termination as set forth in such written notice shall be the expiration date of the Term.

SECTION 4. MAINTENANCE AND REPAIRS; ALTERATIONS

4.1 The City shall provide at its own cost routine maintenance items, including routine cleaning and janitorial services.

4.2 In case of any damages or injury to the glass in the Premises or damage or injury to the Premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence or improper conduct of the EDC, its agents, servants, guests, or employees, then the EDC shall cause the said damage or injury to be repaired in equal quality and type as speedily as possible at its own cost and expense, otherwise the same shall be replaced or repaired by the City at the cost of the EDC.

4.3 The EDC may add or change the lock to the Premises; provided, however, the EDC shall provide a working key(s) to the City to allow the City's access to the Premises in accordance with this Lease.

SECTION 5. OFFICE FURNISHINGS AND COMMUNICATION EQUIPMENT

5.1 The City shall provide to the EDC one office desk, one desk chair, two guest chairs, one bookshelf and two two-drawer lateral file cabinet (collectively, the "Office Furnishings") for the EDC's exclusive use within the Premises.

5.2 The City shall provide to the EDC: (a) two operating direct-dial private phone lines, with local phone service for both phone lines and with private voice mail service for one phone line, from the City's telephone service provider; and (b) one operating internet cable connection and internet cable service from the City's internet cable provider (collectively, the "Communication Equipment"). The Communication Equipment may be part of the City's existing phone and internet cable service, provided, however, such phone lines and internet cable connection provided to the EDC shall be for the sole and exclusive use of the EDC and it is the intent of the parties that the use of the same shall not be open public records or be subject to any open records request as the EDC is not a public body or quasi-governmental body subject to any open public records requirements. Long distance phone service is not provided by the City.

SECTION 6. USE OF PREMISES; CONDITION

6.1 The EDC shall continuously use the Premises, the Office Furnishings and the Communications Equipment for the purposes of the EDC and for no other purpose without the City's prior written consent. The EDC has the sole responsibility to determine the suitability of the Premises and the Office Furnishings for that use. The EDC shall not make any unlawful, improper, or offensive use of the Premises, the Office Furnishings or the Communications Equipment nor suffer any waste thereof. The EDC shall not permit any objectionable noise, vibration, hazardous waste or odor to escape or be emitted from the Premises. The EDC shall not permit anything to be done which tends to create a nuisance or which adversely affects the ability of other persons in the Building to conduct their respective work.

6.2 The EDC acknowledges that the Premises and the Office Furnishings are in good condition and repair as of the date of this Lease. This acknowledgment includes, without limitation, all window glass, electrical fixtures, plumbing, heating, wiring, and sewage system.

6.3 The City has no obligation to provide any items of furniture to the EDC during the Term except the Office Furnishings. The City may, at its sole discretion, loan items of furniture or other personal property to the EDC during the Term of this Lease. In such event and upon vacation of the Premises, the EDC shall return any such personal property, in addition to the Office Furnishings, to the City in as good condition and repair as when received by, normal wear and tear excepted.

SECTION 7. NO PARTNERSHIP

7.1 The City is not a partner of or in a joint venture with the EDC in connection with the EDC's business conducted on the Premises and the EDC is not an agency of the City nor a public or quasi-governmental body; provided, that, the City and the EDC do have a unique relationship in which they work closely with one another with respect to economic development activities, share in-kind services, and cooperate closely to further their mutual goals of maintaining and improving the economic viability of Parkville.

SECTION 8. INSURANCE; INDEMNITY

8.1 The EDC shall immediately obtain and continuously maintain during the term of this Lease, and any renewal thereof, liability insurance in form and with an insurer satisfactory to the City, naming the City and the EDC as insureds against all liability for damages to persons and property arising out of the EDC's activities on or any condition of the Premises with limits of at least \$500,000 for injury to one person, \$1,000,000 for injuries arising out of any one occurrence, and \$50,000 for property damage. At the City's request, the EDC shall furnish to the City satisfactory evidence of continuing compliance with the terms of this Section. Should the City receive notice of cancellation of said insurance it shall have the right to terminate the EDC's operations on the Premises and Common Areas immediately, not to start again until the City receives new copies evidencing that insurance as described in this section is in full force and effect.

8.2 The EDC shall indemnify and save the City and the Board of Aldermen of the

City harmless from all claims or liabilities of any type or nature to any person, firm, or corporation, including any agents or employees of the EDC arising in any manner from the EDC's use of the Premises, and/or Common Areas.

8.3 It is expressly understood and agreed by and between the parties to this Lease that the City shall not be liable for any damage or injury which may be sustained by the EDC or other person; or any other damage or injury resulting from the carelessness, negligence or improper conduct on the part of any other user of the Building or agents or employees of the City; or by reason of the breakage, leakage, or obstruction of the water sprinkler or soil pipes, electric conduits or wiring or other leakage or breakage in or about the Building, unless, as permitted by law, due to the City's negligence.

SECTION 9. COMPLIANCE WITH LAW

9.1 The EDC shall comply with all statutes, regulations, ordinances, building codes, rules and other laws of all federal, state, county, and municipal bodies and agencies concerning the use of the Premises at all times and shall indemnify the City for any damage caused by violation thereof. The EDC shall also comply with any rules or regulations concerning the use of the Premises and/or Common Areas promulgated by the Board of Aldermen of the City.

SECTION 10. FIRE DAMAGE OR DESTRUCTION

10.1 In case of destruction of all or part of the Premises by fire or other causes, the EDC shall immediately give notice thereof to the City, who shall thereupon cause the damages to the Premises to be repaired, but if the Premises are so damaged that the Premises cannot be occupied and/or the City shall decide not to rebuild, this Lease shall terminate and the Rent and Additional Rent, if not paid for the then current Lease Year, shall be paid up to the time of said destruction, and if paid for the then current Lease Year, shall be reimbursed by the City to the EDC such portion of the Rent attributed to the unaccrued portion of such Lease Year.

SECTION 11. ASSIGNMENT OR SUBLEASE

11.1 No part of the Premises may be assigned, mortgaged, or subleased by the EDC, nor may a right of use of any portion of the Premises be conferred on any person voluntarily or involuntarily by any other means, without the prior written consent of the City. This Section shall apply, without limitation, to all transfers by operation of law and all transfers to and by trustees, including trustees in bankruptcy, receivers, conservators, and personal representatives of decedents' estates. A purported assignment, sublease, transfer or other matter or transaction in violation of this Section shall be void. Consent by the City to one assignment or sublease shall not destroy or waive this provision; all later assignments and subleases shall likewise require the City's prior written consent. Any Subtenant or assignee shall become liable directly to the City for all obligations of the EDC hereunder, without relieving the EDC's liability therefore.

SECTION 12. EDC'S INSPECTION OF PREMISES

12.1 The EDC acknowledges that the EDC has relied solely upon the EDC's own independent inspection, investigation, and opinion of the Premises and its quality, value, suitability, and business potential for the contemplated use; and that the EDC has not relied upon any such representation by the City or any agent of the City, except to the extent that any representation may be contained in this Lease.

SECTION 13. INSPECTION BY LANDLORD

13.1 At all reasonable times with prior notice to the EDC, the City and the City's agents shall have access to all portions of the Premises for the purpose of inspecting the condition of the Premises and to exercise any right or power reserved by the City under this Lease, including but not limited to making any necessary repairs or other alterations. In the event of an emergency, the City shall not be required to give prior written notice but shall give notice to the EDC of such emergency access as soon as possible.

SECTION 14. SIGNS

14.1 The EDC shall not erect or paint any signs on any portion of the Premises, Common Areas or the Building without obtaining the City's prior written consent. Upon termination of this Lease, at the EDC's sole cost, the EDC shall remove all signs which the City may then require to be removed. The City reserves the right to erect signs and to lease, license, or otherwise grant to others the right to erect exterior signs in the Premises.

SECTION 15. VACATION OF PREMISES

15.1 The EDC covenants to vacate the Premises upon the expiration of the Term or early termination of this Lease and agrees that if there is any holding over after the expiration of the Term with the City's consent, such consent shall be for a month to month tenancy. Upon vacation the EDC shall deliver all keys and access cards to the City and leave the Premises, Office Furnishings and any other personal property belonging to the City in as good condition and repair as the same were at the beginning of the term, normal wear and tear excepted.

SECTION 16. DEFAULT BY TENANT

16.1 Each of the following shall be a default by the EDC and a breach of this Lease:

- a. Failure to pay Rent or any part thereof within 10 days after it is due.
- b. Failure to comply with any other term or fulfill any other obligation of this Lease to be met or fulfilled by the EDC within ten (10) days after receiving written notice from the City requesting such compliance.
- c. The insolvency of the EDC; an assignment by the EDC for the benefit of creditors; the filing by the EDC of a voluntary petition in bankruptcy; an adjudication that the EDC is bankrupt; the filing of an involuntary petition of bankruptcy against the EDC and the failure of the EDC to secure a dismissal of

the petition within 30 days after filing; the appointment of a receiver over a substantial portion of the properties of the EDC; the attachment of or the levying of execution on the Premises interest and failure of the EDC to secure discharge of the attachment or release of the levy of execution within 10 days.

- d. Abandonment of the Premises, for which purpose abandonment means a failure of the EDC to occupy the Premises for one or more of the purposes permitted under this Lease for 15 days or more, unless such failure is excused under other provisions of this Lease.
- e. Failure by the EDC within 10 days after receiving written notification from the City to prevent, correct, or abate nuisances or other grievances which directly or indirectly cause interference with, harm, or damage to the City's use of the Building or any portion thereof.

16.1 Termination upon Default. If the EDC is in default the City may elect to terminate this Lease by notice in writing to the EDC. The City may exercise this option at the time of such default or, so long as such default has not been cured, at any time thereafter, and upon giving such notice of termination, this Lease shall then expire as if the date of notice had been originally fixed as the expiration date of the Term.

16.2 Damages without Termination. Whether or not this Lease is terminated by election of the City or otherwise, the City shall be entitled to recover actual damages from the EDC for the default.

16.3 Rights and Liabilities upon Termination. If this Lease is terminated for any reason by election of the City or otherwise, the EDC's liability to the City for damages shall survive termination, and the rights and obligations of the parties shall be as follows: (a) the EDC shall vacate the Premises immediately, remove any property which the EDC is required to remove under this Lease and perform any clean-up, alterations, or other work necessary to leave the Premises and the Office Furnishings in the condition required under this Lease; and (b) the City may reenter, take possession of the Premises and Office Furnishings and remove any persons or property by legal action or self help. No reentry by the City shall be deemed an acceptance of surrender of this Lease.

16.4 Damages upon Termination. If this Lease is terminated upon default by the EDC, whether by election of the City or otherwise, the EDC's liability to the City for damages shall survive termination of this Lease. Without waiting until the due date of any future Rent or until the date fixed for expiration of the Term, the City shall be entitled to immediately recover a sum equal to the amount of all Rent which has accrued as of the termination date and a sum equal to the reasonable costs of reentry, including without limitation the cost of clean-up; refurbishing; removal of the EDC's property and fixtures, or any other expenses occasioned by the EDC's failure to quit the Premises upon termination and to leave the Premises in the required condition; attorney's fees; and court costs. The City may also recover and the EDC agrees to pay on or before the day of each year on which the Rent would have been payable if this Lease had not terminated. Actions for the recovery of such damages or any installments thereof may be brought by the City at the City's election, and nothing contained herein shall be deemed to

require the City to postpone such action until the date when the Term would have expired, if this Lease had not been terminated.

16.5 Performance by the City. If the EDC fails to perform any obligation under this Lease, the City shall have the right but no obligation to perform the same after 10 days written notice to the EDC. The EDC covenants to reimburse the City for all of the City's expenditures to correct the default which shall be immediately paid upon the City's demand.

16.6 Remedies Cumulative. The foregoing remedies are in addition to and shall not exclude any other remedy available to the City under applicable law.

SECTION 17. DEFAULT BY CITY

17.1 Default Defined. Failure to comply with any term or fulfill any other obligation of this Lease to be met or fulfilled by the City under this Lease within ten (10) days after receiving written notice from the EDC requesting such compliance shall constitute a breach of this Lease by the City.

17.2 Termination upon Default. If the City is in default the EDC may elect to terminate this Lease by notice in writing to the EDC. The EDC may exercise this option at the time of such default or, so long as such default has not been cured, at any time thereafter, and upon giving such notice of termination, this Lease shall then expire as if the date of notice had been originally fixed as the expiration date of the Term; in which case: (a) the EDC shall vacate the Premises immediately, remove any property which the EDC is required to remove under this Lease and perform any clean-up, alterations, or other work necessary to leave the Premises and the Office Furnishings in the condition required under this Lease; and (b) the City may reenter, take possession of the Premises and Office Furnishings and remove any persons or property by legal action or self-help.

17.3 Damages upon Termination. If this Lease is terminated upon default by the City, whether by election of the EDC or otherwise, the City's liability to the EDC for actual damages shall survive termination of this Lease. Actions for the recovery of such actual damages may be brought by the EDC at the EDC's election.

17.4 Remedies Cumulative. The foregoing remedies are in addition to and shall not exclude any other remedy available to the City under applicable law.

SECTION 18. ATTORNEY FEES

18.1 If civil action is instituted by either party to establish or enforce any right under this Lease; to recover any amounts due hereunder; to correct a breach of any covenant, term, or condition hereof; or to litigate any other matter arising from the execution of this Lease, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney fees awarded by the trial and appellate courts in addition to costs and disbursements. This Section shall survive any termination of this Lease.

SECTION 19. NON-WAIVER

19.1 Failure by the City to require the EDC's strict performance of any terms under this Lease shall not affect the City's right to enforce the same, nor shall a waiver of default be construed to be a waiver of any succeeding default or a waiver of this Section. To be effective, any waiver by the City must be written and signed by the City.

SECTION 20. NOTICE

20.1 All written notices to be given to the City shall be mailed to the City at 8880 Clark Avenue, Parkville, Missouri 64152, Attention City Administrator, or at such other address as the City shall designate in writing. All written notices to be given to the EDC shall be mailed to the EDC at 8880 Clark Avenue, Suite 218, Parkville, Missouri 64152, Attention Executive Director, or at such other address as the EDC shall designate in writing. Notice shall be deemed given when deposited in the United States mail, certified or registered, addressed as provided in this Section with postage fully prepaid.

SECTION 21. HOURS OF OPERATION AND UTILITIES

21.1 The City covenants and agrees that it will keep Building open and in operation Monday through Friday from 8:00 am to 5:00 pm, except legal holidays ("Hours of Operation"). During the Hours of Operation, the EDC, its employees, officers, agents, guests and invitees, may access the Building and use the Premises and Common Areas in accordance with this Lease; and during non-Hours of Operation, the EDC, its employees, officers, agents, guests and invitees, may have access to the Premises, however, the City may limit access to the Common Areas.

21.2 The City will furnish utilities, such as heating, cooling, electricity, water, telephone, cable and sewer, without charge to the EDC except as expressly provided in this Lease. It is understood that any one or more of these utilities may experience normal interruption of service and interruption for maintenance and repair which shall not constitute a breach of this Lease by City. It is further understood that heating and cooling may be limited except during Hours of Operation.

SECTION 22. MISCELLANEOUS

22.1 This Lease shall bind and shall inure to the benefit of the parties and their respective successors in interest, and to the extent this Lease is assignable by its terms, the assigns of the parties.

22.2 The provisions of this Lease are severable. If any term or its application to any person or circumstance shall be invalid or unenforceable, the application of such term to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and the remainder of this Lease shall not be affected thereby.

22.3 If the context so indicates, the singular pronoun shall be construed to mean and include the plural, the masculine, the feminine, and the neuter, and generally all grammatical

changes shall be made, assumed, and applied to make the provisions of this Lease apply equally to one or more corporations and individuals.

22.4 Notwithstanding anything to the contrary this Lease, this Lease is the entire agreement between the parties as to the subject matter of this Lease.

IN WITNESS WHEREOF, the City and the EDC have executed this Lease.

City of Parkville, Missouri

Parkville Economic Development Council

Nan Johnston, Mayor

Scott Lehr, Chair

Attest:

Attest:

Melissa McChesney, City Clerk

Ed Linnebur, Executive Director

ITEM 3.F.

For 9/7/2021

Board of Aldermen Meeting

CITY OF PARKVILLE Policy Report

Date: August 31, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a purchase order with Axiom Instrumentation Services to purchase a dissolve oxygen meter for the wastewater treatment plant

BACKGROUND:

The City owns and maintains the wastewater treatment plant that serves approximately 1,800 households and businesses in Parkville. In order for the plant to run properly, there are several wastewater treatment processes necessary. To assist with monitoring that the wastewater is being treated properly, a dissolved oxygen meter is necessary.

The 2021 budget includes purchase of a dissolve oxygen meter. Since this is a specialty item, staff contacted the two vendors who provide this equipment. Hach and Axiom are the vendors that specialize in this equipment. The low bidder for the dissolved oxygen meter was Axiom Instrumental Services, with a quotes of \$11,041.

BUDGET IMPACT:

The 2021 Sewer Fund includes funding available for the purchase of the dissolved oxygen meter.

ALTERNATIVES:

1. Approve the purchase order with Axiom Instrumental Services for the dissolved oxygen meter.
2. Provide guidance to staff related to the purchase.
3. Do not approve the purchase order.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on August 30, 2021, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen approve a purchase order with Axiom Instrumental Services for the dissolved oxygen meter for the wastewater treatment plant in the amount of \$11,041.

STAFF RECOMMENDATION:

Staff recommends the approval of a purchase order with Axiom Instrumental Services for the purchase of a Dissolved Oxygen meter.

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 purchase order with Axiom Instrumental Services for the dissolved oxygen meter for the wastewater treatment plant in the amount of \$11,041.

ATTACHMENTS:

1. Purchase Order

PURCHASE ORDER
(non-construction)

CITY OF PARKVILLE (PURCHASER)
8880 Clark Avenue
(816) 741-7676

Date: September 7, 2021

Upon proper acceptance, we agree to purchase from you upon terms and conditions set forth below and on the attached pages hereto.

VENDOR Axiom Instrumentation Services
5400 Johnson Drive, Suite 161
Mission, KS 66205
sales@axiominst.com

Phone: 913-543-1690

Fax:

SHIP TO: 12303 NW FF Hwy, Parkville, MO 64152

INVOICE TO: Bob Kerbs 8880 Clark Ave., Parkville, MO 64152

ALL MATERIAL SHALL BE DELIVERED TO PURCHASER FREIGHT PREPAID, UNLESS OTHERWISE SPECIFIED BELOW.

Vendor agrees to furnish following goods in accordance with the terms and provisions of this Purchase Order Agreement consisting of 7 pages including attachments. Purchaser agrees to pay the total sum of **ELEVEN THOUSAND FORTY-ONE DOLLARS AND NO/100 (\$11,041.00)** for such materials, subject to any additions or deductions agreed upon in writing. **Freight charges are included in purchase price and sales taxes will not be charged to the Purchaser as a tax exempt entity. Purchaser will provide Vendor with a Tax Exemption Certificate upon request.** Payment is to be made within thirty days after delivery of goods and receipt of invoice. This purchase order is only valid through December 31, 2021.

ITEMS:

1 Qty. - S::CAN Con::Cube
Display/Transmitter, 90-250VAC @ \$4,721.00

2 Qty. - S::CAN Oxi:Lyser DO Probe @
\$1,964.00

3 Qty. 20 m extension cable for s::can sensor
or s::can ISE probe @ \$269.00

2 Qty. – S:CAN redo::Lyser RDO Probe @
\$1,014.00 – Optional

2 Qty. – Sensor Mount for ORP Sensor @
\$73.00 - Optional

1 Qty. – moni::tool – s::can monitoring station
software for 8 parameters @ \$188.00 -
Optional

1 Qty. Axiom Installation/Startup/Calibration
Services @ \$1,495.00

Freight - \$90.00

Total \$11,041.00

See Attachment "A" – Terms and Conditions
See Attachment "B" – Insurance Requirements
See Attachment "C" – Quotation #81615

SCHEDULE OF DELIVERY:

F.O.B. 12303 NW FF Hwy, Parkville, MO 64152

Notify Bob Kerbs at least 24 hours before delivery @ 816-891-0003

NOTE: All Terms and Conditions for Purchase Order attached hereto are incorporated herein by reference and made a part of this Purchase Order. Vendor's signature and return of this document as presented, or its delivery of any of the items covered by this Purchase Order, shall constitute acceptance of all of its terms and conditions. If this Purchase Order is not signed and returned to Purchaser within ten (10) days of the date stated on page 1 above, however, it may be deemed voidable at the option of Purchaser. Payment shall not be due until Vendor has furnished Purchaser, with the required Certificates of Insurance and any other documents required by Purchaser.

All terms in any offer, bid, order acknowledgement or other document that are inconsistent with the terms stated herein are explicitly rejected and not a part of this Purchase Order.

CITY OF PARKVILLE, MISSOURI. ("Purchaser")

AXIOM INSTRUMENTATION SERVICES ("Vendor")

By: _____

By: _____

Title: Joe Parente, City Administrator

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS FOR CITY OF PARKVILLE PURCHASE ORDER

1. **Packing and Shipping.** Purchaser reserves the right to inspect the goods at any time prior to shipment as well as upon delivery, but neither delivery nor inspection of goods shall constitute acceptance of them

2. **Work, Liens and Waivers:** Vendor agrees both to deliver the material to Purchaser and to perform the work free and clear of all claims, encumbrances or liens. Further if at any time there is evidence of any lien associated with the items delivered, Purchaser shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such invoice, bill, lien or claim.

3. **Insurance.** Vendor shall maintain liability and other insurance as set forth on Attachment "B" in amounts, with coverage and in companies satisfactory to Purchaser.

4. **Warranties.** (a) Vendor warrants that all work and material will be free from defects, of good quality and workmanship, suitable for their intended purposes and in strict accordance with all requirements of Purchaser, and will meet all capacities, functional tests and criteria required in them. (b) All manufacturers' warranties shall be assignable to Purchaser. (c) Vendor shall furnish to Purchaser all material safety data sheets (MSDS) relevant to items furnished hereunder.

5. **Time is of the Essence.** Vendor agrees to perform the work and furnish the goods called for as stated above by Purchaser.

6. **Indemnification:** Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, damages, losses, causes of action and expenses (i) arising out of injury to (including death of) any persons or damage to property alleged to have been caused in whole or in part by any act or omission of Vendor, its agents, employees, sub-subcontractors, Vendors or invitees, and (ii) arising out of (a) any alleged defects or failures in Vendor's products; (b) all tax liabilities of Vendor; (c) any infringement of patent, trademark or trade secrets; and (d) any mechanic's liens or payment bond claims by those claiming payments owed by Vendor. Vendor shall defend all suits brought against Purchaser on account of any such claims of liability, shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Purchaser for all expenses, including court costs and reasonable attorneys' fees, incurred by Purchaser. The obligations set forth in this paragraph are continuing and shall survive occupancy, completion of the construction project, termination of

the Purchase Order, acceptance of work, or final payment to Vendor.

7. **Changes:** Purchaser reserves the right to order changes in writing in the goods required hereunder and this Purchase Order shall be modified accordingly. No change shall be made in this Purchase Order without such written order and no claim of payment by Vendor for extras will be allowed unless such payment and such extra goods are agreed to in writing by Purchaser.

8. **Remedies:** If Vendor shall fail to perform in a timely manner, Purchaser may (in addition to all other rights) demand immediate cure of Vendor's default, correct Vendor's default, or obtain conforming goods elsewhere at Vendor's expense. In any case, Purchaser shall be entitled to recoup from Vendor all its loss, cost and expense incurred as a result of Vendor's default, including replacement of such defective work and damage to other work, and shall perform Vendor's warranty with respect thereof.

9. **Disputes:** Vendor agrees that all disputes under this Purchase Order shall be resolved in the Circuit Court of Platte County, Missouri or the U.S. District Court for the Western District of Missouri. This Purchase Order shall be construed under the laws of the State of Missouri.

10. **Pricing:** If price is omitted on this Purchase Order and not otherwise agreed to in writing, then the price to apply hereto will be the prevailing market price at (a) time of order or (b) time of delivery, whichever is less.

11. **Termination:** Purchaser by written notice to Vendor may at any time terminate and cancel this P.O. with respect to materials which remain undelivered on the date of such notice. In the event of such cancellation, Vendor shall promptly stop all work called for by this Purchase Order, and Purchaser's responsibility to Vendor is limited to paying Vendor for all goods delivered as of the date of termination. Other than as specifically provided for herein, Vendor shall not be entitled to claim or recover damages, restocking fees, or loss of profits from Purchaser on account of any such cancellation, delays suffered by Vendor, irrespective of cause, or the rejection by Purchaser of any goods shipped under this Purchase Order.

12. **Assignment:** Vendor may not assign or transfer this Purchase Order or any part hereof without the prior written consent of Purchaser.

13. **This Purchase Order is the final and integrated agreement of the parties, superseding all negotiations and prior agreements of the parties.**

ATTACHMENT "B"

INSURANCE REQUIREMENTS

1. Vendor agrees to procure and carry, at its sole cost, until completion of this Purchase Order and all applicable warranty periods, all insurance, with identical limits of liability and scope of coverages, as set forth below; provided, however:

1.1 All insurance is to be issued by companies and with liability limits acceptable to Purchaser.

1.2 Purchaser reserves the right to review certified copies of any and all insurance policies to which this Purchase Order is applicable.

1.3 Insurance certificates, written on a standard ACORD form, **and a copy of the additional insured endorsement**, must be received by Purchaser prior to any payment by Purchaser or delivery of goods.

2. Such insurance shall include the following terms and conditions:

2.1 All coverages obtained by Vendor, except professional liability if applicable, shall be on an occurrence policy form and not on a claims made policy form.

2.2 The cost of defense of claims shall not erode the limits of coverage furnished.

2.3 Advance notice of cancellation. All insurance certificates will state that all coverages are in effect and will not be canceled without thirty (30) days' prior written notice to Purchaser and other required additional insureds (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to Purchaser) 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 Purchaser prior to delivery of goods.**

2.4 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.

2.5 Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of contractual liability insuring the indemnities set forth in the Purchase Order, including personal injury, death and property damage.

2.6 Excess Liability. Vendor shall maintain Excess Liability coverage on an umbrella form with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate.

2.8 Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against Purchaser and all its assigns, subsidiaries, affiliates, employees, insurers and underwriters. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

2.9 Additional Insureds. Purchaser shall be included as additional insureds under Vendor's furnished insurance, for ongoing and completed operations, 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 04/12), under the commercial

general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

2.10 Insurance Primary. All policies of insurance provided pursuant to this article shall be written as primary policies, and not in excess of the coverage of the indemnitee's insurance.

3. 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, Vendor's liability with respect to its performance of this Purchase Order.

4. Patent Liability. Vendor shall protect, defend and save Purchaser harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Purchase Order, including their use by Owner and further agrees to pay all loss and expense incurred by Purchaser by reason of any such claims or suits, including attorneys' fees.

5. Professional Liability. If any design or other professional services are included in the Purchase Order, Vendor shall purchase, and maintain for a period of three years after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design or Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Purchase Order. The policy shall be at least as broad as the coverage provided in Design Liability Policy, Member Companies of CNA Insurance, Form G-115692-A (Ed 02/96), with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

5.1. Vendor shall require each designer providing design services engaged by Vendor to provide identical coverage.

Attachment C



Quotation

Quotation # 81615-2

Name Bob Krebs
 Company Alliance Water Resources
 Address 12303 NW FF Hwy
 City Parkville
 State Mo
 Zip 64152
 Phone 816.891.0003
 Email bkrebs@alliancewater.com

Date: 8.23.21
 Project: DO
 Quote Rev #: 2
 Quotation valid until: 8.22.21
 Sales Rep: AJ Wiese
 Phone Number: 913.543.1690
 E-mail: aj@axiominst.com

Line #	Quantity	Part Number	Description	Amount (USD)	Total (USD)
1	1	D-330-230	S::CAN Con::Cube Display/Transmitter, 90-250VAC for up to 64 parameters of s::can G::Series, l::scan, S::Can Sensors up to (8) analog outputs, (4) 2A Relay outputs (2) analog outputs, Modbus RTU/TCP for DO, temp, Ph, ORP, TSS Standard configuration is for 4 parameter. 3 yr warranty	\$4,721.00	\$4,721.00
2	2	E-501-075	S::CAN Oxi::Lyser DO Probe 0-25mg/L, CPVC, Stainless Steel Sensor Body,w/24 ft cable. <i>Probe should last 10-12 years w/minimal maintenance</i>	\$1,964.00	\$3,928.00
3	3	C-220-Sensor	20 m extension cable for s::can sensor or s::can ISE probe (IP68 plug connection, RS485, 12 VDC)	\$269.00	\$807.00
4	2	E-513-2-075	S::CAN redo::Lyser RDO Probe Measuring range: -2000 to 2000 mV ORP, 0-70C temp Stainless Steel Sensor Body,w/24 ft cable.	\$1,014.00	Optional
5	2	F-12 Sensor	Sensor Mount for ORP Sensor	\$73.00	Optional
6	1	S-11-08 Moni	moni::tool - s::can monitoring station software for 8 parameters upgrade the Con::Cube from 4 to 8 parameters	\$188.00	Optional
7	1	AX-INST	Axiom Installation/Startup/Calibration Services Axiom Factory Authorized Installation, Calibration & Programming of (1) S::Can Con:Cube Controller & 2 DO probes Training, includes all travel and per diem one Technician, One Trip, not to exceed (8) hours, all other service or additional time will be billed at normal service rates Requires two Week notice to schedule Technicians. Does Not include any replacement parts. Will utilize existing conduit. Any conduit repair will be extra. Utilize existing DO probe mount assembly.	\$1,495.00	\$1,495.00

This quote does not include shipping and taxes.

Thank you for your business!

Estimated Freight	\$90.00
Extended Total	\$11,041.00

Remit PO to: sales@axiominst.com
 Axiom Instrumentation Services
 5400 Johnson Drive Suite 161
 Mission KS 66205

Freight Terms: FOB Origin
Payment Terms: Net 30
Delivery: 3-5 weeks
Shipping Method: Standard

Terms and Conditions of Sale - Axiom Instrumentation Services.

The following Terms and Conditions apply to sales and quotations by Axiom Instrumentation Services. No modification of terms will be accepted by Axiom Instrumentation Service except by expressed written agreement. These terms supersede any previous terms by the buyer.

1) Prices

This proposal is firm for 30 days from date shown on proposal. Prices are subject to change without notice after 30 days from quotation date.

2) Terms

Payment terms are stated above. Axiom Instrumentation Service reserves the right to charge a premium on overdue accounts. These terms supersede any previous terms by the buyer.

Axiom excepts all major Credit Cards, a 4% fee will be assessed for all credit card transactions.

3) Delivery

Seller's liability for risk shall terminate upon safe delivery to carrier on prepaid or collect shipments. Axiom Instruments Services shall not be liable for any damages or penalty for delay in delivery or failure to give notice of delay when such delay is due to the elements, act of God, acts of purchaser, act of civil or military authority, priorities, fire or floods, strikes, stoppage of labor, accidents, riots, civil disturbances, martial law, acts of the government, epidemics or quarantine restrictions, lockouts, breakdowns, differences with workmen, accidents to machinery, car shortages or other delays beyond reasonable control of Axiom Instrumentation Services. In the event of any such occurrences the seller may at its election cancel this order or any part thereof. Title to material in this contract shall remain with Axiom Instrumentation Services until payment for the goods has been received by Axiom Instrumentation Services. The buyer is responsible for damage or loss from the time of shipment from Axiom Instrumentation Services.

4) Warranty

Axiom Instrumentation Services warrants its services for a period of 60 days, against on-site labor. Any issues related to equipment/material defects will be the responsibility of the manufacture and/or the contractor, any additional on-site labor beyond the quoted amount will be charged at normal service rates.

5) Taxes

Unless otherwise shown, taxes are extra.

6) Errors

Clerical or typographical errors are subject to correction

7) Cancellations or Returns

Orders may not be cancelled or returned without written acceptance of cancellation or return authorization by Axiom Instrumentation Services. Cancellation or return charges will be based upon actual costs including engineering, manufacturing, testing, inspection, sales work and material in process or delivered at the time cancellation or return request is received. If Axiom Instrumentation Services approves a cancellation or return request, the following minimum charges will apply:

- a) Cancellations within 24 hours of order receipt – no charge.
- b) Cancellations after 24 hours of receipt are subject to a 25% restocking charge.
- c) Returned items are subject to a 25% restocking charge.
- d) Products returned more than 3 months after original ship date are subject to a 50% restocking charge.
- e) Returns or cancellations after 6 months from original ship date will not be accepted.
- f) Products returned for credit must be in new, unused condition and complete with packaging, accessories, cables and manuals.
- g) Transportation costs for returns are to be paid by the buyer.

8) All orders are subject to acceptance by Axiom Instrumentation Services. Orders are FOB Axiom Instrumentation Services unless otherwise stated

**CITY OF PARKVILLE
Policy Report**

Date: August 26, 2021

Prepared By:

Jon Jordan, Police Captain

Reviewed By:

Kevin Chrisman, Police Chief

ISSUE:

Approve memorandums of agreement with Park University to conduct an annual supervised deer hunt and permit hunt

BACKGROUND:

For the past eleven years the City of Parkville Police Department has supervised two deer hunts to reduce the deer herd population to a sustainable level and reduce property damage. The first is an archery deer hunt for up to 40 licensed bow hunters on Park University property. The second is a firearms permit hunt for Parkville police officers on the same property. The permit hunt is regulated by the Missouri Department of Conservation. Staff proposes to renew the program for the 2021-2022 season. Archery hunting will be allowed between September 15, 2021, and January 15, 2022.

BUDGET IMPACT:

There is no cost to the city for the archery hunt. The City budgeted \$1,500 in 2021 in the Police Department Division (505) of the General Fund (10) for the processing of the deer on the permit hunt. The deer meat is donated to charitable agencies.

ALTERNATIVES:

1. Approve the item.
2. Do not approve the item.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

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

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the memorandums of agreement with Park University for the management of white-tailed deer hunts.

POLICY:

Parkville Municipal Code Chapter 212 allows the hunting of game animals and target shooting within city limits, subject to rules established by the Chief of Police.

SUGGESTED MOTION:

I move to approve the memorandums of agreement with Park University for the management of white-tailed deer hunts.

ATTACHMENTS:

1. Archery Agreement
2. Firearms Agreement
3. Deer Hunt Waiver
4. Deer Hunter Application

MEMORANDUM OF AGREEMENT FOR THE MANAGEMENT OF WHITE-TAILED DEER HUNT

This Memorandum of Agreement (“Agreement”) is effective September ____, 2021 between the City of Parkville, Missouri (“City”) and Park University, a Missouri nonprofit corporation (“Park”).

RECITALS

- A. The Missouri Department of Conservation (“MDC”) is responsible for management of the fish, forest and wildlife resources of the State of Missouri including management of white-tailed deer, and
- B. Pursuant to 3 CSR 10-4.130 and 3 CSR 10-7.431 of the Missouri Wildlife Code, the MDC sets deer hunting seasons and may authorize landowners to control white-tailed deer on their property.
- C. The City desires to reduce the White Tail Deer Populations in Parkville Missouri and has requested that Park permit the City, through its Police Department (“PPD”) to supervise a White Tail Deer hunt on portions of the land that the University owns in Parkville.
- D. The City has notified the MDC of the City Supervised Hunt.

AGREEMENT

The parties agree as follows:

1.0 Park agrees:

- 1.1 To allow archery hunting for white-tailed deer on the portion (“Hunt Area”) of Park’s Parkville property, as shown on attached Exhibit A by up to 40 licensed bow hunters between September 15, 2021 and January 15, 2022 (“Hunting Period”). If there is a conflict with any date during the Hunting Period, Park will notify the City at least forty-eight (48) hours prior to that date.

2.0 The City agrees:

- 2.1 To be exclusively responsible for determining the qualifications and capabilities of any Hunters approved and allowed by the City to participate in the City Supervised Hunt.
- 2.2 To cooperate in the targeted removal of white-tailed deer from the Hunt Area by the end of the Hunting Period, and to strictly follow all regulations imposed by the State of Missouri, the Missouri Department of Conservation, and the City of Parkville, Missouri.
- 2.3 To provide to Park a list of participating Hunters giving full names, addresses, and Conservation Identification Number and a copy of a photo ID. Participating Hunters will then receive a hunter authorization card, which must be carried on their person along with valid Resident or Non-resident Archer’s Hunting Permit and a card for each vehicle parked on Park property. Participating hunters must purchase all required hunting permits.
- 2.4 To review with participating Hunters the rules and restrictions of the City Supervised Hunt and to provide hunters with a map of the Hunt Area boundaries and the specific locations from which each Hunter must hunt.

- 2.5 To maintain a record of all deer harvested in the Hunt Area during the City Supervised Hunt.
- 2.6 To notify Park and the MDC immediately of any person protesting or attempting to interfere with the City Supervised Hunt.
- 2.7 To provide Park and participating Hunters with a copy of Section 212.010 of the Code of Ordinances of the City of Parkville, Missouri, hunt rules and restrictions, and hunter authorization cards.

3.0 Both Parties agree:

- 3.1 This Agreement shall take effect on the date signed by the last party and will remain in effect until midnight the last day of the Hunt Period.
- 3.2 This Agreement may be terminated at any time by Park upon written notice, if the City fails to meet the City's obligations under this Agreement or fails to follow the MDC Statewide Deer Hunting Regulations or Section 212.010 of the Code of Ordinances of the City of Parkville, Missouri, or for any other reason, said decision to terminate being within Park's sole discretion.

4.0 General Provisions.

- 4.1 City Ordinance. The City Ordinances related to the City Supervised Hunt are attached as Exhibit B.
- 4.2 Insurance.
 - 4.2.1 The City will maintain or cause to be maintained, in full force and effect, at the City's expense, one or more polic(y)(ies) of general comprehensive public liability insurance, with coverage(s) of not less than \$1,000,000 in the aggregate for bodily injuries and property damage, and intended to provide coverage(s) in those amounts for any claims against or liability of the University arising out of access to and use of the Hunt Area and other University land, including but not limited to access roads.
 - 4.2.2 The required insurance must be provided by an insurance company licensed to do business in Missouri that is acceptable to the University, and the University must be named as an additional insured on the policies.
 - 4.2.3 The City will provide the University with certificate(s) of insurance ("Certificate(s) of Insurance") meeting the requirements of this section no later than fifteen (15) days before the first day of the Term of this Agreement. The Certificate(s) of Insurance must provide that the required insurance may not be altered, terminated or lapse without at least three (3) days' prior written notice to the University. If insurance coverage(s) required in this subsection are not obtained and/or the Certificate(s) of Insurance are not timely delivered to the University, the University may, in its sole and absolute discretion, terminate this Agreement and/or prohibit the City Supervised Hunt, which termination will be effective when notice is given to the City.

4.2.4 The Certificate(s) of Insurance must be delivered to:

Donna Baker
Senior Director Financial Reporting
Park University
8700 N. W. River Park Drive
Parkville, MO 64152
Telephone: (816) 584-6248
Email: donna.baker@park.edu

Park University

The City of Parkville

By: _____
Gregg Wm. Givens, Chief Financial Officer

By: _____
Nanette K. Johnson, Mayor

Date: September ____, 2021

Date: September ____, 2021

“Park”

“City”

EXHIBIT A



EXHIBIT B

CHAPTER 212: HUNTING AND TARGET SHOOTING REGULATIONS

SECTION 212.010: HUNTING AND TARGET SHOOTING PERMITTED - WHERE

Hunting of game animals and target shooting are permitted within the City limits of Parkville under the following conditions:

1. Hunter must comply with all laws of the State of Missouri and the rules of the Missouri Department of Conservation.
2. Hunting and target shooting may be done only on property of ten (10) acres or more which the hunter owns, or on property of ten (10) acres or more which is used with the written permission of the owner, said permission to be dated and specify periods of use by date. The written permission must be in the hunter's possession and be produced upon request of any authorized law enforcement official.
3. No person shall discharge a weapon of any kind:
 - a. Within one hundred fifty (150) yards of any dwelling (whether occupied or unoccupied, except a dwelling owned by the owner of the property upon which the weapon is discharged), public building, school building, church or place where domestic animals are kept.
 - b. From, along, or across any street, sidewalk, road, vehicle, highway, boat, river, reservoir or lake.
 - c. Within or into any park, playground or recreational area.
 - d. In the direction of any person, vehicle, dwelling, house, church, school, public thoroughfare, playground, recreational area, bridge, railroad tracks or building.
 - e. In a manner to injure, wound or damage another person or another person's real or personal property.
 - f. From or onto the premises of any platted subdivision containing lots of one (1) acre or less. (Ord. No. 1893 §2, 8-1-00)

SECTION 212.020: PENALTY

Anyone violating any of the provisions of this Chapter shall upon conviction be subject to penalties not exceeding a fine of five hundred dollars (\$500.00) and costs, or imprisonment for a term not exceeding ninety (90) days, or both such fine and imprisonment. Each day of violation shall constitute a separate offense. (Ord. No. 1893 §2, 8-1-00)

SECTION 212.030: AUTHORIZED AND MANAGED DEER HUNTS

Notwithstanding the provisions of Section 212.010, Subsections (2) and (3), the Board of Aldermen of the City of Parkville may, when it is deemed necessary, authorize managed deer hunts. Such hunts shall be conducted under the following conditions:

1. All hunts shall be specifically authorized by the Missouri Department of Conservation and hunters shall follow all State Wildlife Regulations and Rules established by the MDC and the rules established from year to year by the Chief of the Parkville Police Department, said rules to be incorporated herein by reference and on file in the City offices.
2. The Board of Aldermen shall by resolution specifically authorize each managed hunt, setting forth dates and area(s) where the hunt is to be conducted. If the hunt is to be conducted on private property, the owner of that property shall make a written request to the Board of Aldermen specifying dates and times requested and area(s) of the hunt and shall comply with the rules as adopted under Subsection (1) above.
3. The Board of Aldermen shall post notice of the dates and areas of each hunt at least a week prior to the hunt; such notice shall be maintained through the final day of the hunt. Notice shall be made on Channel 2, in written form in the lobby of City Hall and at the area(s) of the hunt through posting of signs at the entrance to the area

and upon the boundaries to said permitted areas. The private entity shall also give notice of the hunt through Channel 2 and by notices posted on its property, specifically at the area(s) of the hunt.

4. Legal methods to harvest deer include only longbows and compound bows. Crossbows are prohibited. (Ord. No. 2148, 9-14-04)

SECTION 212.040: FEEDING DEER PROHIBITED

- A. *Definitions.* The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

DEER: A ruminant animal having deciduous antlers, usually in the male only.

FEED OR FEEDING: The intentional act of furnishing or otherwise making available food or other substance which is likely to be consumed by deer.

NATURAL: Food or other substances consumed by deer, produced by or existing in nature, not artificial.

- B. *Prohibition of Feeding.* No owner or occupier of land within the City of Parkville, Missouri, shall intentionally feed, cause to be fed or provide or make available food or other substances for the consumption by deer within the City, either on private property or on public property.

- C. *Exception.*

1. This Section shall not apply to any item that can be used as food if its source in nature is native to the subject premises on which the food is available. For example, by way of illustration only, this Section shall not apply to apples or acorns generated from an apple tree or oak/acorn tree located upon the subject premises or carrots and corn grown in a garden located upon the subject premises.
2. A property of ten (10) acres or more shall be exempt from this Section and shall follow the current applicable rules of the Missouri Conservation Department pertaining to the feeding and baiting of deer. (Ord. No. 2397 §§1--3, 2-19-08)

MEMORANDUM OF AGREEMENT FOR THE MANAGEMENT OF WHITE-TAILED DEER

This Memorandum of Agreement (“Agreement”) is effective September ____, 2021 between the City of Parkville, Missouri (“City”) and Park University, a Missouri nonprofit corporation (“Park”).

RECITALS

- A. The Missouri Department of Conservation (“MDC”) is responsible for management of the fish, forest and wildlife resources of the State of Missouri including management of white-tailed deer, and
- B. The City desires to reduce the White Tail Deer Populations in Parkville Missouri and has requested that Park permit the City, through its Police Department (“PPD”) to supervise a White Tail Deer hunt on portions of the land that the University owns in Parkville.
- C. The City Board of Alderman has charged the City Police Department (“PPD”), acting within the guidelines set by the deer nuisance permit issued to the City by MDC, to safely harvest deer within the City limits to balance the deer herd that lives within the City.
- D. The City has requested that Park allow PPD Officers to harvest deer on land owned by Park.
- E. Park desires to honor that request.

AGREEMENT

The parties agree as follows:

1.0 Park agrees:

- 1.1 To allow PPD Officers to harvest white-tailed deer on the portions (“Harvest Area”) of Park’s Parkville land, as shown in red on attached Exhibit A pursuant to PPD Procedural Instruction # 606, a copy of which is attached as Exhibit B (“City Supervised Hunt”).

2.0 The City agrees:

- 2.1 To be exclusively responsible for determining the qualifications and capabilities of PPD Officers approved and allowed by the City to harvest deer within the City limits.
- 2.2 To cooperate in the harvesting of white-tailed deer from the Harvest Area, and to strictly follow all regulations imposed by the State of Missouri, the MDC and the City.
- 2.3 To provide to Park a list of participating PPD Officers, giving full names and addresses.
- 2.4 To review with participating PPD Officers the rules and restrictions of the City Supervised Harvest and to provide PPD Officers with a map of the Hunt Area boundaries and the specific locations from which each PPD Officer must hunt.
- 2.5 To maintain a record of all deer harvested in the Harvest Area during the City Supervised Harvest.

- 2.6 To notify Park and the MDC immediately of any person protesting or attempting to interfere with the City Supervised Harvest.

3.0 Both Parties agree:

- 3.1 This Agreement shall take effect on the date (“Effective Date”) signed by the last party and will remain in effect until terminated by either party.
- 3.2 This Agreement may be terminated at any time by Park upon written notice, if the City fails to meet the City’s obligations under this Agreement or Procedural Instruction #606, or for any other reason, said decision to terminate being within Park’s sole discretion.

4.0 General Provisions.

4.1 Insurance.

- 4.1.1 The City will maintain or cause to be maintained, in full force and effect, at the City’s expense, one or more polic(y)(ies) of general comprehensive public liability insurance, with coverage(s) of not less than \$1,000,000 in the aggregate for bodily injuries and property damage, and intended to provide coverage(s) in those amounts for any claims against or liability of the University arising out of access to and use of the Hunt Area and other University land, including but not limited to access roads.
- 4.1.2 The required insurance must be provided by an insurance company licensed to do business in Missouri that is acceptable to the University, and the University must be named as an additional insured on the policies.
- 4.1.3 The City will provide the University with certificate(s) of insurance (“Certificate(s) of Insurance”) meeting the requirements of this section no later than fifteen (15) days before the first day of the Term of this Agreement. The Certificate(s) of Insurance must provide that the required insurance may not be altered, terminated or lapse without at least three (3) days’ prior written notice to the University. If insurance coverage(s) required in this subsection are not obtained and/or the Certificate(s) of Insurance are not timely delivered to the University, the University may, in its sole and absolute discretion, terminate this Agreement and/or prohibit the City Supervised Hunt, which termination will be effective when notice is given to the City.
- 4.1.4 The Certificate(s) of Insurance must be delivered to:

Donna Baker
Senior Director Financial Reporting
Park University
8700 N. W. River Park Drive
Parkville, MO 64152
Telephone: (816) 584-6248
Email: donna.baker@park.edu

For these reasons the parties have caused this Agreement to be executed as to the Effective Date.

Park University

The City of Parkville

By: _____
Gregg Wm. Givens, Chief Financial Officer

By: _____
Nanette K. Johnston, Mayor

Date: September ____, 2021

Date: September ____, 2021

“Park”

“City”

EXHIBIT A
HARVEST AREA

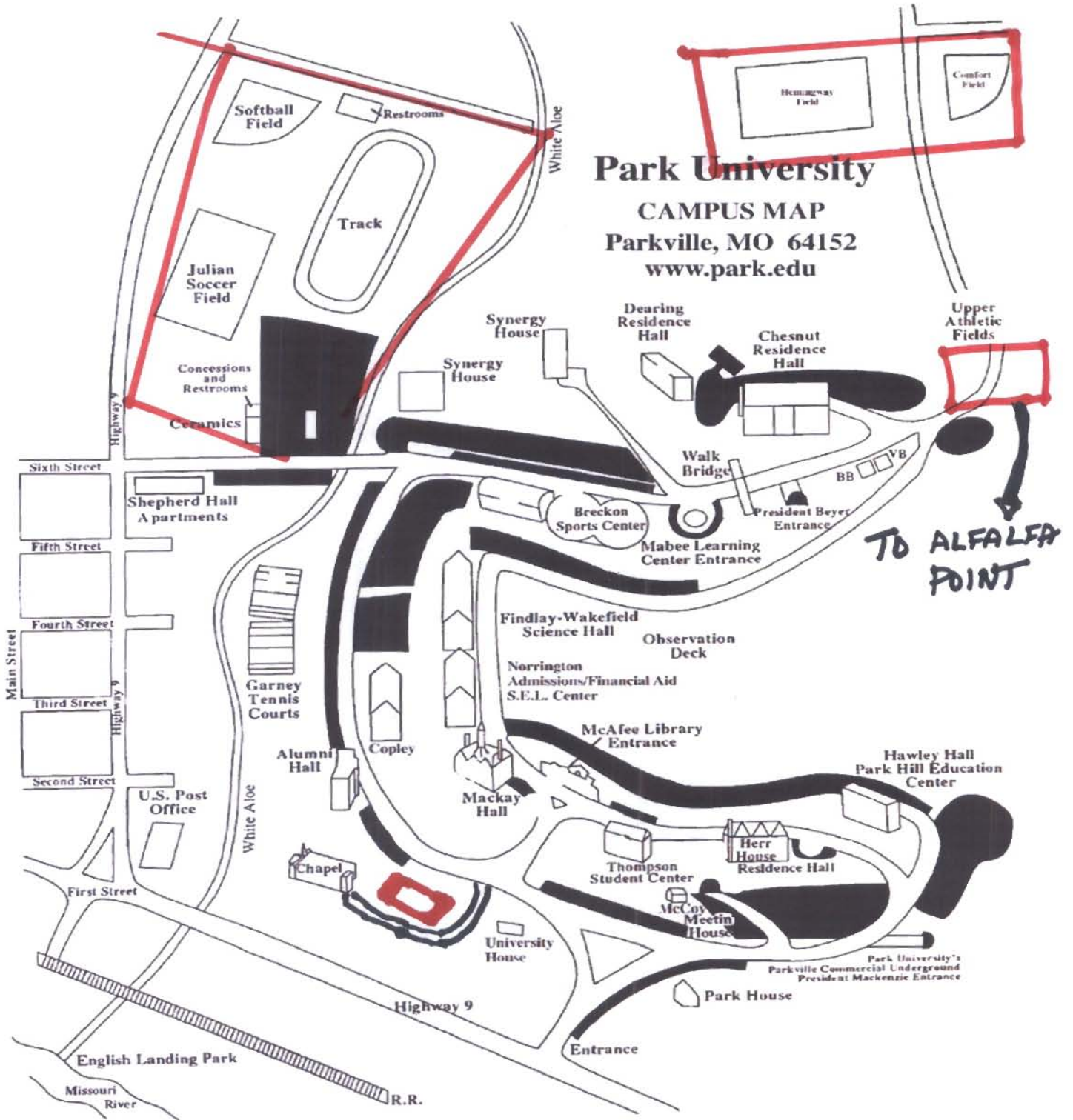


EXHIBIT B

Procedural Instruction: #606

Subject: Deer Management

Date: 11-16-2010 (Revised)

Introduction. The Missouri Department of Conservation has determined that the deer herd numbers within the city limits of Parkville Missouri are above the recommended level and the number of deer is too high for the available food sources. The large deer population has impacted motorists by increasing the number of motor vehicle accidents involving deer. Attempts to control the deer herd level by managed archery hunts have not brought the deer herd number to sustainable levels. In conjunction with the Missouri Department of Conservation the Parkville Missouri Board of Alderman has charged the Parkville Police Department with safely harvesting deer in order to balance the deer herd within the city limits of Parkville Missouri.

Purpose. To outline policy and procedure for the safe harvest of deer within the city limits of Parkville Missouri within the guidelines set by the deer nuisance permit issued by the Missouri Department of Conservation.

The personnel, method, equipment, location and transportation of deer harvested within the city limits of Parkville Missouri will be determined by the Chief of Police or his designee. The method utilized will be humane in nature and will not alarm, endanger any person(s) or damage any property.

I. Personnel. Police personnel assigned will be determined by the Chief of Police or his designee.

II. Method

1. Harvest operations will only be conducted during the hours of darkness, out of public view.
2. Assigned Police personnel will wear clothing that readily identifies them as "Police" and will operate marked patrol/City owned vehicle(s).
3. A patrol/City owned vehicle equipped with a hand-held spotlight will be utilized to locate the deer to be harvested and illuminate the surrounding area.
4. Infra-red equipment will be used to further determine surroundings of a harvest location.
5. A low velocity weapon and corresponding sub-sonic ammunition will be deployed at safe range(s).
6. The deceased deer(s) location will be noted.
7. After harvest the deer will be removed by covered truck.
8. Harvest personnel will be in communication with the duty supervisor/officer.

III. Equipment

1. Marked patrol/City owned vehicle(s) with radio/cellular communications.
2. Truck with cover.
3. Infra-red sighting device.
4. Carbine rifle with sub-sonic ammunition.
5. Hand-held spotlight.

IV. Location. Deer will only be harvested on public/city owned right-of-way land. Deer Harvest operations will only be conducted on private property where verbal/written permission has been obtained or to retrieve a deceased deer.

V. Transportation. The harvested deer will be transported from the harvest location by covered truck to the field dressing area and later to the processing facility in a manner out of public view.

VI. Disposal. All harvested deer will be transported and released to the processing facility. The processing facility will donate the deer meat products to a designated food pantry/kitchen. The deer meat will not be offered for sale.

VII. Reporting. After harvest operations the Police personnel assigned will complete an Intra-Departmental form to the Chief of Police or his designee detailing the number, sex and location of all deer harvested.

**PARTICIPANT WAIVER AND HOLD HARMLESS AGREEMENT (“AGREEMENT”)
CITY SUPERVISED DEER HUNT**

As a condition to receiving from Park University (“Park”) a license that is terminable at will to hunt deer with a bow, on real property (the “Hunt Area”) owned by Park, a Missouri nonprofit corporation between September 15, 2021 and January 15, 2022 as a participant in an archery deer hunt sponsored and supervised by the City of Parkville, Missouri through its Police Department (the “City Supervised Hunt”), *I hereby release*, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes the University, the University’s trustees, officers, servants, agents, volunteers, or employees, and the City of Parkville, Missouri and its employees (the “Releasees”) from all liabilities, claims, demands, or injury, including death, that may be sustained by me while participating in the City Supervised Hunt, or while within the Hunt Area or while on other Park owned land, including injuries sustained as a result of the negligence of Releasees.

I am fully aware there will be other hunters participating in the City Supervised Hunt and that there are inherent risks involved with hunting, and I choose to voluntarily participate in the City Supervised Hunt with full knowledge that my participation may be hazardous to me and my personal property. I voluntarily assume full responsibility for any risks of loss, property damage and personal injury including death, which may be sustained by me as a result of my participation in the City Supervised Hunt, including injuries sustained as a result of the negligence of Releasees, the negligence of other persons participating in the City Supervised Hunt and other third parties. I further agree to indemnify and hold harmless the Releasees for any loss, liability, damage or costs, including court costs and attorneys’ fees that may occur as a result of my participation in the City Supervised Hunt.

It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs and personal representatives, if I am deceased, and shall be governed by the laws of the State of Missouri.

During the City Supervised Hunt, I will follow the 2021-2022 City Supervised Hunt Rules (“Rules”) (a copy of which is attached, and incorporated by reference into this Agreement), applicable Missouri laws and applicable City ordinances. I will follow all directions issued by City Police Officers, the Park University Director of Public Safety, Park University Security Officers and other City and Park officials.

In signing this Agreement, I acknowledge and represent that I have read the Agreement, understand it and signed it voluntarily as my own free act and deed; no oral representations, statements, or inducements except as stated in this Agreement and the Rules. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Signed this _____ day of _____, 20__.

Participant Signature: _____

Printed Name: _____

Witness Signature: _____

Witness Printed Name: _____

Instructions to City Police Officers responsible for the City Supervised Hunt.

1. Complete all blanks in form prior to the execution.
2. Provide copy of executed form to the Participant.
3. Provide the original of this Agreement to the Park University Director of Public Safety.
4. Keep a copy of this Agreement for the City’s files.

Application No. _____

City Supervised Deer Hunt

A managed archery deer hunt by hunters selected and supervised by the Parkville Police Department ("PPD") will occur on a portion of land owned by Park University from September 15, 2021 and January 15, 2022. The purpose of this hunt is to reduce the number of resident deer within the City of Parkville and on University property to achieve deer management goals. **There will be a mandatory orientation for this hunt, time and location to be determined.** Interested hunters must completely fill out all fields in the application below. Hunters must be 18 years of age or older. Hunters will be selected by the PPD based upon the City's criteria. Hunters must execute the Participant Waiver and Hold Harmless Agreement City Supervised Hunt, and must purchase a Resident or Nonresident Archer's Hunting Permit and / or Resident or Nonresident Archer's Antlerless Deer Hunting Permits.

Conservation I.D. Number _____
(9 digit number on hunting or fishing permit)

Date of Birth _____
Mo Day Year

Name

Last First Middle

Address

City State Zip Code Telephone _____

Email address:

Vehicle: Make: _____ **Model:** _____ **Year:** _____ **Color:** _____ **License No.:** _____

Bow hunting experience: _____

Do you have a free-standing hunting stand?

CITY OF PARKVILLE Policy Report

Date: August 23, 2021

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve a quit claim deed to transfer property from Evergy Metro, Inc. to the City for Tract D of Ensign Drive (Community Development)

BACKGROUND:

In 2006, property owner Vertical Ventures III, LLC submitted preliminary development plans (prepared by Williams Spurgeon Kuhl & Freshnock Architects, Inc.) to the City to develop an office/business park on the southwest quadrant of the intersection of I-435 and Highway 45. The Planning and Zoning Commission considered three iterations of the plans over the next few years. On January 19, 2010, the Board of Aldermen adopted Ordinance No. 2526 approving the final plat of Vertical Ventures III First Plat to subdivide the southwest quadrant into tracts and lots for the “Wood River Crossing Business Park” preliminary development plan. This included the platting of Tract D, a 66 foot wide parcel and traffic circle to support Ensign Drive, a private road off of Highway 45, to support the office/business park.

While a portion of Ensign Drive was subsequently constructed, due to a variety of economic factors, the remainder of the “Wood River Crossing Business Park” never developed according to the plan’s original schedule and vision. Due to delinquent assessments, the City filed a petition for judicial foreclosure against the property owner of Tract D in December 2015 and the City subsequently took ownership of the subject property through a negotiated deed-in-lieu settlement agreement. To-date, Ensign Drive remains a private road on a property parcel (Tract D) owned by the City and has yet to be accepted as public right-of-way. Additionally, a 5,327 square foot portion of Ensign Drive is constructed on adjacent property to the west of Tract D owned by Evergy Metro, Inc. (16215 NW MO-45 Hwy; see Attachments 2-3).

In October 2020, Evergy Metro, Inc. reached out to the City about the creation of a new substation and 161kV transmission line on their property to serve the recently approved Capital Electric Line Builders, Inc. preliminary development plan to the south, as well as the dedication of the 5,327 square foot portion of their property for Ensign Drive. Because Evergy Metro, Inc. is donating the property to the City at no cost, a quit claim deed suffices and a real estate purchase agreement is not necessary for this transaction. The city attorney has prepared a quit claim deed, which has been signed by Evergy Metro, Inc. (see Attachment 1). Following approval, the deed will be filed with Platte County.

BUDGET IMPACT:

There will be a cost to record the document with Platte County. Evergy Metro, Inc. will convey the 5,327 square foot portion of property to the City for a nominal value of ten dollars (\$10.00), and the City will assume maintenance for the associated roadway improvements.

ALTERNATIVES:

1. Approve the quit claim deed to transfer property for Tract D of Ensign Drive.
2. Do not approve the quit claim deed, and provide alternative direction to staff.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

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

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve a quit claim to transfer property for Tract D of Ensign Drive.

POLICY:

Absent some specific delegation of authority to an administrative official, the Mayor must execute the deed, with the consent of the Board of Aldermen.

SUGGESTED MOTION:

I move to approve a quit claim deed to transfer property from Evergy Metro, Inc. to the City for Tract D of Ensign Drive.

ATTACHMENTS:

1. Quit Claim Deed
2. Plat
3. Legal Description

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT: **QUIT CLAIM DEED**

DATE OF DOCUMENT: August 4, 2021

GRANTOR: **EVERGY METRO, INC.**

GRANTOR'S MAILING ADDRESS: 1200 Main Street
Kansas City, MO 64105

GRANTEE: **CITY OF PARKVILLE, MISSOURI**

GRANTEE'S MAILING ADDRESS: 8880 Clark Avenue
Parkville, Missouri 64152

LEGAL DESCRIPTION: See Exhibit A.

This cover page is attached solely for the purpose of complying with the requirements stated in §59.310.2 RSMo, as amended.

QUIT CLAIM DEED

THIS INDENTURE, effective as of the 4th day of August, 2021, by and between Everygy Metro, Inc., a Missouri corporation, party of the first part, and the City of Parkville, Missouri, a municipal corporation, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to it paid by the said party of the second part, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said party of the second part, the following described lots, tracts or parcels of land, lying, being and situated in the City of Parkville, County of Platte, and State of Missouri to-wit:

See attached Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto its heirs and assigns forever; so that neither the said party of the first part nor its heirs or assigns, nor any other person or persons, for whom or in whose name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed as of the day and year first above written.

By: _____



Name: Steve Vetsch

Title: Sr. Director Large T&S Construction

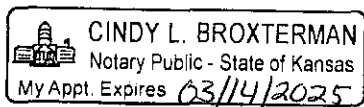
PARTY OF THE FIRST PART

ACKNOWLEDGMENT

STATE OF Kansas)
) SS.
COUNTY OF Shawnee)

On this 4th day of August, 2021, before me, the undersigned, a Notary Public, appeared Steve Vetsch, to me personally known, who, being by me duly sworn, did say that he/she is the Sr Director of Large T&S Construction of Evergy Metro, Inc., a Missouri corporation, that said instrument was signed on behalf of said corporation with full authority to do so, and said corporation acknowledged said instrument to be the free act and deed of said corporation.

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



Cindy L. Broxterman
Typed or Printed Name: Cindy L. Broxterman
Notary Public in and for said State

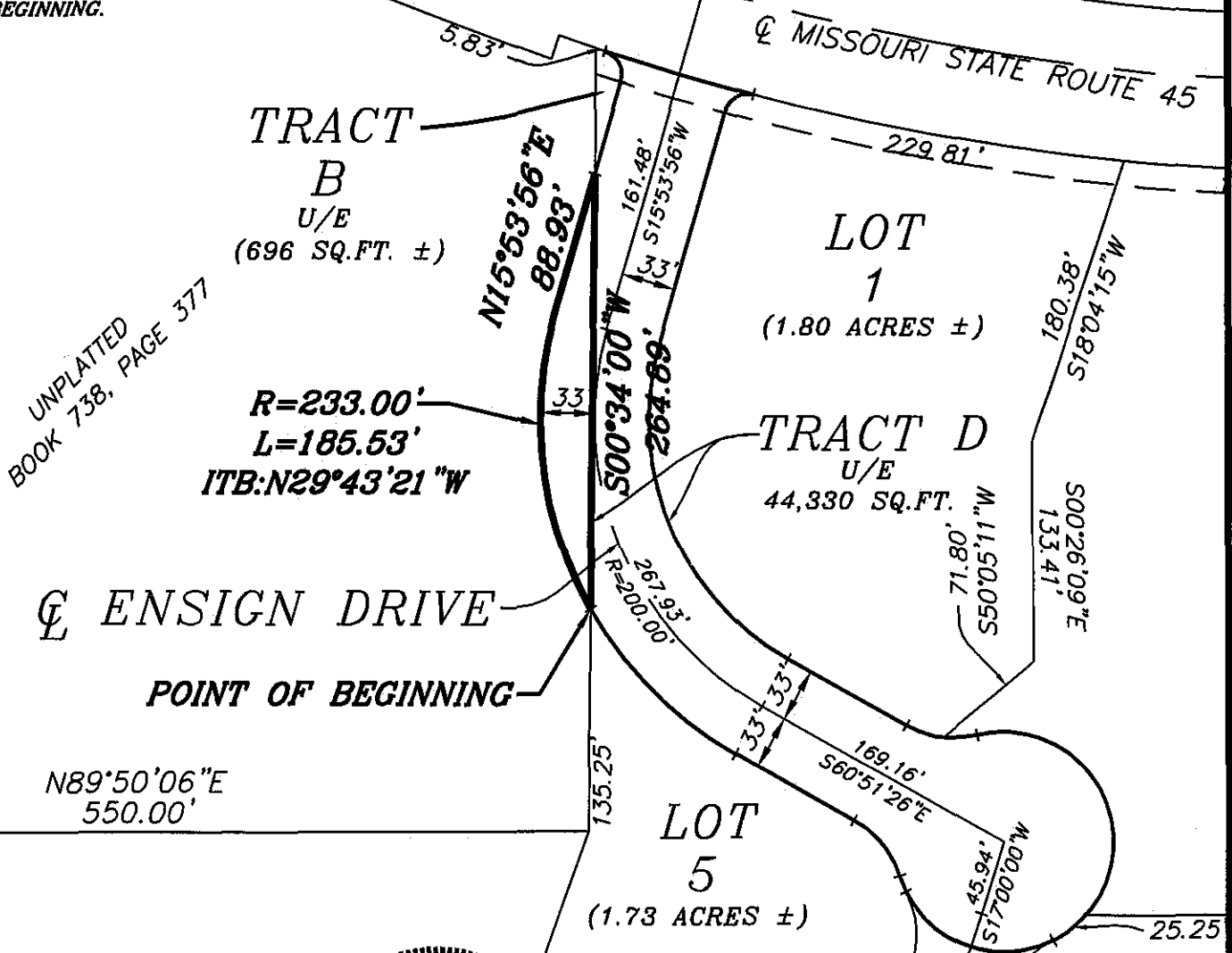
[SEAL]

My commission expires: 03/14/2025

EASEMENT DESCRIPTION

CONTAINING 5,327 SQUARE FEET

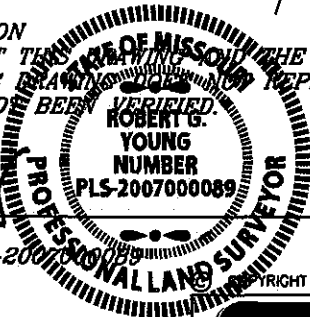
ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 34 WEST, PARKVILLE, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY MOST CORNER OF LOT 5, VERTICAL VENTURES III FIRST PLAT, A SUBDIVISION IN SAID CITY, COUNTY, AND STATE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N29°43'21"W, A RADIUS OF 233.00 FEET, AN ARC DISTANCE OF 185.53 FEET; THENCE N15°53'56"E, A DISTANCE OF 88.93 FEET TO A POINT ON THE WEST LINE OF TRACT D, SAID VERTICAL VENTURES III FIRST PLAT; THENCE S00°34'00"W, ALONG THE WEST LINE OF SAID TRACT D, A DISTANCE OF 264.89 FEET TO THE POINT OF BEGINNING.



SURVEYOR'S CERTIFICATION

I HEREBY DECLARE THAT THE DESCRIPTION SHOWN HEREON WERE PREPARED UNDER MY SUPERVISION, THAT THIS TRACTING DOES REPRESENT A BOUNDARY SURVEY, AND THE PROPERTY LINES SHOWN HEREON HAVE NOT BEEN VERIFIED.

Robert G. Young



ROBERT G. YOUNG, PLS-2007000089

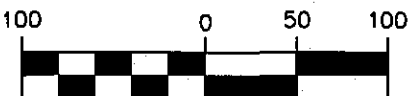
05/18/2021
DATE

RIGHT 2021 R.L. BUFORD & ASSOCIATES, LLC

Exhibit A



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



R.L. Buford & Associates, LLC

LAND SURVEYING - DEVELOPMENT CONSULTANTS
R.L. BUFORD & ASSOCIATES, LLC - MO CERT. OF
AUTHORITY LICENSE NO. LS-2010031977

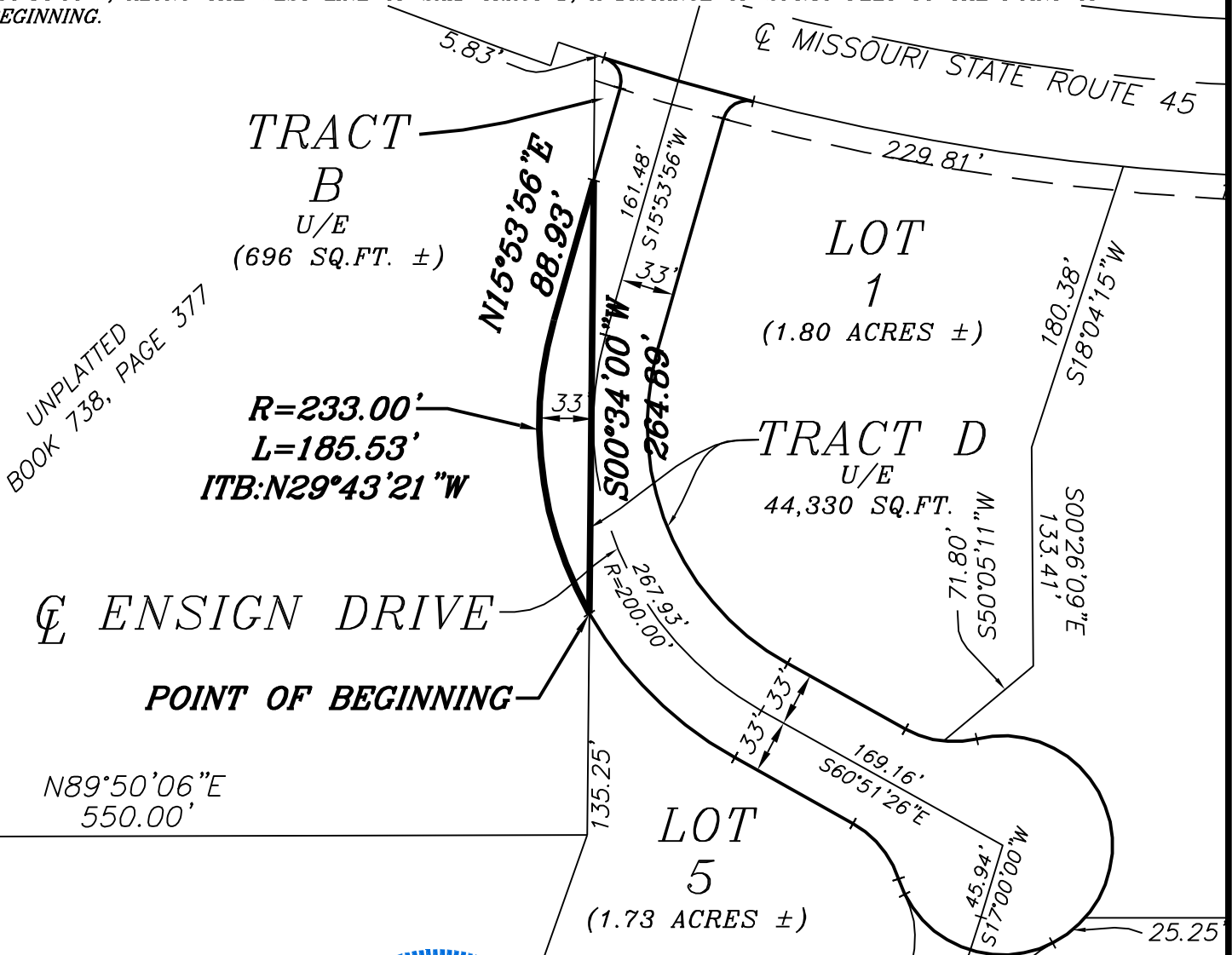
P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6182

FOR	SEC.-TWP.-RGE. 19-51-34	COUNTY PLATTE	JOB NO. P-21151
	DATE 9/17/2020	FIELD BOOK LOOSE LEAF	PAGE LOOSE LEAF
PLAT OF DESCRIPTION			DRAWN BY R.G.Y.

EASEMENT DESCRIPTION

CONTAINING 5,327 SQUARE FEET

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 34 WEST, PARKVILLE, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY MOST CORNER OF LOT 5, VERTICAL VENTURES III FIRST PLAT, A SUBDIVISION IN SAID CITY, COUNTY, AND STATE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N29°43'21"W, A RADIUS OF 233.00 FEET, AN ARC DISTANCE OF 185.53 FEET; THENCE N15°53'56"E, A DISTANCE OF 88.93 FEET TO A POINT ON THE WEST LINE OF TRACT D, SAID VERTICAL VENTURES III FIRST PLAT; THENCE S00°34'00"W, ALONG THE WEST LINE OF SAID TRACT D, A DISTANCE OF 264.89 FEET TO THE POINT OF BEGINNING.



UNPLATTED
BOOK 738, PAGE 377

$R=233.00'$
 $L=185.53'$
ITB: N29°43'21"W

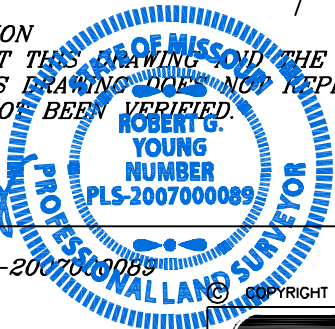
ENSIGN DRIVE

POINT OF BEGINNING

N89°50'06"E
550.00'

SURVEYOR'S CERTIFICATION
I HEREBY DECLARE THAT THIS DRAWING AND THE DESCRIPTION SHOWN HEREON WERE PREPARED UNDER MY SUPERVISION, THAT THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY, AND THE PROPERTY LINES SHOWN HEREON HAVE NOT BEEN VERIFIED.

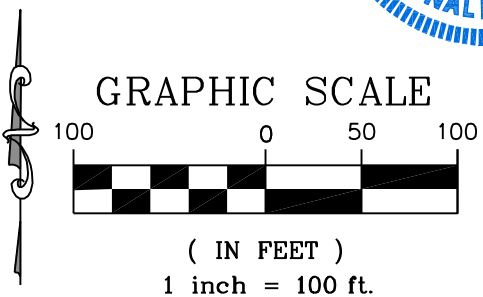
Robert G. Young



ROBERT G. YOUNG, PLS-2007000089

05/18/2021
DATE

© COPYRIGHT 2021 R.L. BUFORD & ASSOCIATES, LLC



R.L. Buford & Associates, LLC

LAND SURVEYING - DEVELOPMENT CONSULTANTS
R.L. BUFORD & ASSOCIATES, LLC - MO CERT. OF
AUTHORITY LICENSE NO. LS-2010031977

P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6152

FOR CITY OF PARKVILLE PLAT OF DESCRIPTION	SEC.-TWP.-RGE. 19-51-34	COUNTY PLATTE	JOB NO. P-21151
	DATE 9/17/2020	FIELD BOOK LOOSE LEAF	PAGE LOOSE LEAF
	DRAWN BY R.G.Y.		

EASEMENT DESCRIPTION

CONTAINING 5,327 SQUARE FEET

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 34 WEST, PARKVILLE, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY MOST CORNER OF LOT 5, VERTICAL VENTURES III FIRST PLAT, A SUBDIVISION IN SAID CITY, COUNTY, AND STATE; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N29°43'21"W, A RADIUS OF 233.00 FEET, AN ARC DISTANCE OF 185.53 FEET; THENCE N15°53'56"E, A DISTANCE OF 88.93 FEET TO A POINT ON THE WEST LINE OF TRACT D, SAID VERTICAL VENTURES III FIRST PLAT; THENCE S00°34'00"W, ALONG THE WEST LINE OF SAID TRACT D, A DISTANCE OF 264.89 FEET TO THE POINT OF BEGINNING.

ITEM 3.I.*For 9/7/2021**Board of Aldermen Meeting***CITY OF PARKVILLE
Policy Report**Date: August 24, 2021Prepared By:

Jeffery Rhodes, Asst. to City Administrator

Reviewed By:

Matthew Chapman, Finance/HR Director

ISSUE:

Approve accounts payable from August 13 to September 2, 2021

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from August 13 to September 2, 2021. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of City funds.

The information under budget impact and suggested motion will be completed and an updated policy report and accounts payable report will be distributed prior to the meeting.

BUDGET IMPACT:

Accounts Payable	\$867,077.71
Insurance Payments	\$82,556.98
1 st of the Month	
EFT Payments	
Processing Fees	
Payroll	\$65,890.22
TOTAL:	\$1,015,524.91

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:

The 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 \$1,015,524.91 of City funds to pay salaries and accounts.

ATTACHMENTS:

1. AP Report

PACKET: 07310 Regular Payments-09072021

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-44897	#10 Envelopes for Court	R	9/07/2021		100.65CR	042996	
	I-44905	Court Bond Forms	R	9/07/2021		350.69CR	042996	
	I-44947	File Jackets for Court	R	9/07/2021		936.60CR	042996	1,387.94
02955	A2 Online Marketing							
	I-071944	Vet Memorial Web-Design/Launch	R	9/07/2021		2,750.00CR	042997	2,750.00
02681	Barts Electric Company, Inc.							
	I-22732	Exit Sign Repair_Service Call	R	9/07/2021		185.00CR	042998	185.00
02870	Baty Otto Coronado PC							
	I-503274	Legal Services Litigation	R	9/07/2021		3,208.50CR	042999	3,208.50
02531	City Wide Facility Solutions							
	I-32001018077	Sept Janitorial Services	R	9/07/2021		960.00CR	043000	960.00
02433	Cochran Head Vick & Co., P.C.							
	I-1054618	2020 Financial Stmt Audit	R	9/07/2021		4,700.00CR	043001	
	I-1055130	Financial Audit - Final Pay	R	9/07/2021		3,760.00CR	043001	8,460.00
02878	Coulson Law Office, P.C.							
	I-Aug-Sep Court Fee	Aug-Sep Court Fees	R	9/07/2021		2,500.00CR	043002	2,500.00
01081	Consolidated Public Water Supply District #1							
	I-July-Aug2021-Water	03995600-WWTP H2O	R	9/07/2021		70.09CR	043003	70.09
00156	Dave's Foreign Car Repair LLC							
	I-0144925	Oil Change V604 PD	R	9/07/2021		45.00CR	043004	
	I-0144934	Oil Change V603 - PD	R	9/07/2021		45.00CR	043004	
	I-0144935	Vehicle Repair V608-PD	R	9/07/2021		62.50CR	043004	152.50
02889	Ethan McMillen							
	I-AugTuitionReimb.	McMillian Tuition Reimburse-Au	R	9/07/2021		375.00CR	043005	375.00
00519	Friends of Parkville Animal Shelter							
	I-INV71-Aug-Sep	Aug-Sep Shelter Contract Pay	R	9/07/2021		1,000.00CR	043006	1,000.00
01421	Full Nelson Plumbing, Inc							
	I-18090929	Main Park H2O Repair-PLP-Grigs	R	9/07/2021		1,500.00CR	043007	
	I-19010637	PW Women Faucet Replace	R	9/07/2021		484.07CR	043007	1,984.07

PACKET: 07310 Regular Payments-09072021

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
00051	Galls, Inc.							
	I-018984284	Sneid Equip-Mag Pouch-PD	R	9/07/2021		28.90CR	043008	
	I-019004382	Tomlin Uniform - PD	R	9/07/2021		157.08CR	043008	
	I-019004411	Tomlin Kevlar Vest - PD	R	9/07/2021		826.50CR	043008	1,012.48
01485	George Butler Associates							
	I-63985	RT9 Construction Support	R	9/07/2021		8,928.00CR	043009	
	I-63986	PLP Traffic Study	R	9/07/2021		3,048.00CR	043009	11,976.00
00052	Glen & Jim's Complete Automotive Service							
	I-159892	2016 Truck Battery	R	9/07/2021		125.99CR	043010	
	I-159919	2016 Tie Rod End/Alignment	R	9/07/2021		437.34CR	043010	563.33
02407	Gunter Construction Company							
	I-PAYAPP#3-Aug2021	RT9 Construction-Aug2021	R	9/07/2021		280,310.50CR	043011	280,310.50
00496	Gunter Pest Management, Inc.							
	I-85918	Monthly Pest Control Service	R	9/07/2021		55.00CR	043012	55.00
02678	Happy Signs							
	I-080457	Dog Park Sign Update	R	9/07/2021		104.97CR	043013	104.97
02131	Heritage Tractor, Inc.							
	I-11249495	997 Pulley Belt	R	9/07/2021		234.31CR	043014	234.31
00501	Hinckley Springs							
	I-212293054015	Drinking Water - Streets	R	9/07/2021		66.36CR	043015	
	I-6911530082121	Parks Water	R	9/07/2021		40.90CR	043015	107.26
01752	James Breckenridge							
	I-101	Court Interpreter-Aug2021	R	9/07/2021		138.75CR	043016	138.75
01514	Kansas City Fence & Guardrail Corporation							
	I-5536	Pickleball Fencing Upgrades	R	9/07/2021		870.00CR	043017	870.00
02495	Kansas City Winwater Company							
	I-283593-01	Dainage Tubes for ELP	R	9/07/2021		640.00CR	043018	640.00
00979	KCMO Department of Water Services							
	I-13285	Apr/May/June Sewer Service	R	9/07/2021		8,477.09CR	043019	8,477.09
01888	Kevin Chrisman							
	I-Sept Expense Rep	Metro Chiefs Luncheon-Sept	R	9/07/2021		16.00CR	043020	16.00

PACKET: 07310 Regular Payments-09072021

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
02954	L&M Electric							
	I-BIZLICENSEREFUND	L&M Electric - License Refund	R	9/07/2021		50.00CR	043021	50.00
01097	Lippert Mechanical Service Corp							
	I-SI20800075	HVAC Repair - PW Side	R	9/07/2021		859.56CR	043022	859.56
01018	Main Street Parkville Assn							
	I-MSPAREFUND2021	Parkville Days Damage Deposit	R	9/07/2021		1,500.00CR	043023	1,500.00
00942	McKeever's Price Chopper							
	I-3899	Get Well Flowers for Bonnie	R	9/07/2021		50.00CR	043024	
	I-5782	Coffee & Supplies	R	9/07/2021		41.86CR	043024	
	I-5783	Street Shop - Cleaning Supplie	R	9/07/2021		122.25CR	043024	
	I-5785	Drinks for 8/20 Board Retreat	R	9/07/2021		22.47CR	043024	
	I-6477	Ice for Drinking Water	R	9/07/2021		4.38CR	043024	240.96
02158	Mega Industries KC							
	I-PAYAPP#4-Aug2021	Rt 9 @ 6th St - Aug2021	R	9/07/2021		383,675.63CR	043025	383,675.63
02632	MEI Total Elevator Solutions							
	I-924314	Sep-Nov 1/4 Elevator Service	R	9/07/2021		136.58CR	043026	136.58
02766	Messengers Lawn & Landscape							
	I-24841	Cemetery Mowing - 2X Aug	R	9/07/2021		754.00CR	043027	754.00
02228	Metro Rolloff Container Services LLC							
	I-18665	Sewer Plant Portable Restroom	R	9/07/2021		85.00CR	043028	
	I-18957	Watkins Shelter Demo Dumpster	R	9/07/2021		350.00CR	043028	435.00
01879	Midwest Public Risk							
	I-WCA20210805.38	FY20-21 Work Comp Final	R	9/07/2021		240.07CR	043029	240.07
00561	Missouri GFOA							
	I-200001587-Reissue	Purchasing Policy Webinar	R	9/07/2021		20.00CR	043030	20.00
02517	NueSynergy, Inc							
	I-N40187	HSA, FSA Admin Fees-May2021	R	9/07/2021		94.25CR	043031	
	I-N42508	HSA, FSA fee - Aug 2021	R	9/07/2021		99.25CR	043031	193.50
02135	Occupational Health Centers of the Southwest, PC							
	I-1013374891	Drug Screen - N Noland	R	9/07/2021		63.00CR	043032	63.00

PACKET: 07310 Regular Payments-09072021

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
02953	Parkville Special Road District							
	I-Coffey Rd Work	Coffey Rd Improvements	R	9/07/2021		2,500.00CR	043033	2,500.00
01701	Platte County Citizen							
	I-42413	1st Half - Semi-Annual Report	R	9/07/2021		80.75CR	043034	80.75
00107	Platte Rental & Supply							
	I-81898-1	2 New Weed Eaters	R	9/07/2021		628.98CR	043035	
	I-W6691-1	Equip. Repair - Chainsaw	R	9/07/2021		52.50CR	043035	
	I-W6762-1	Weed Eater Repair	R	9/07/2021		52.96CR	043035	734.44
00722	Praxair Distribution							
	I-50526917	Welding Gas - Streets	R	9/07/2021		68.56CR	043036	68.56
01739	Print Time							
	I-1261109-IN	Busch Dr. Makeover Sign	R	9/07/2021		84.00CR	043037	84.00
02591	ProServ							
	I-230004	Small Admin Copier-Jul-Aug	R	9/07/2021		8.68CR	043038	8.68
00117	Reeves Wiedeman Company							
	I-5833113	ELP Drinking Fountain Repair	R	9/07/2021		35.49CR	043039	35.49
01982	Rejis Commission							
	I-467101	Aug2021-REJIS Bill	R	9/07/2021		105.38CR	043040	105.38
02916	Renaissance Infrastructure Consulting							
	I-21-0507	RT9 Construction Inspect	R	9/07/2021		4,998.75CR	043041	
	I-21-0508	RT9 Construction Inspect	R	9/07/2021		9,507.89CR	043041	
	I-21-0514	Pocket Park Engineer-Design	R	9/07/2021		2,355.00CR	043041	16,861.64
01390	Riss Lake Homes Association							
	I-Sept2021-Transfer	Sept Grinder Pump Transfer	R	9/07/2021		27,721.09CR	043042	27,721.09
00577	Sarah E Recker, Law Offic							
	I-Aug-Sep Paymt	Aug-Sep Public Defender	R	9/07/2021		1,200.00CR	043043	1,200.00
02852	SherGain LLC							
	I-1064	Watkins Park Shelter Build	R	9/07/2021		19,900.00CR	043044	19,900.00
02635	Shockey Consulting Services							
	I-69003.13	Communciation Services - July	R	9/07/2021		775.00CR	043045	775.00

PACKET: 07310 Regular Payments-09072021

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
00154	T-Ray Specialties Inc.							
	I-20210817	Scrubs, Trash Bags-Streets	R	9/07/2021		462.99CR	043046	
	I-41225	Restroom Supplies - Parks	R	9/07/2021		399.17CR	043046	862.16
01546	Thoroughbred Ford							
	I-81388	Wiring Harness V608 PD	R	9/07/2021		348.34CR	043047	348.34
02952	Tijuana Jackson Rudolph							
	I-July42021-Refund	Shelter Refund - July 4	R	9/07/2021		25.00CR	043048	25.00
02056	TooBaRoo, LLC							
	I-ParkvilleMO-092	Website Theme/Framework	R	9/07/2021		1,762.50CR	043049	
	I-ParkvilleMO-093	Website Document Plugin Update	R	9/07/2021		1,837.50CR	043049	3,600.00
01099	Toshiba							
	I-5519957	Monthly Admin Printer Fees	R	9/07/2021		90.86CR	043050	90.86
02409	UniFirst Corporation							
	I-2260670871	Bi-Weekly Floor Mat Cleaning	R	9/07/2021		111.00CR	043051	
	I-2260672460	Bi-weekly Rug Cleaning	R	9/07/2021		111.00CR	043051	222.00
00150	Vance Bros Inc							
	I-22250	Asphalt Street Patching-8/18	R	9/07/2021		213.00CR	043052	
	I-23181	Ashpalt Street Patching-8/17	R	9/07/2021		142.00CR	043052	
	I-23376	Asphalt Street Patching-8/20	R	9/07/2021		71.00CR	043052	
	I-23378	Asphalt Street Patching-8/20	R	9/07/2021		71.00CR	043052	497.00
02926	VSM Engineering, LLC							
	I-965	Engineering Plan Overview	R	9/07/2021		2,395.00CR	043053	2,395.00
01652	Wayne Frazier							
	I-Nature Camp_Pat	Hobby Lobby Nature Camp	R	9/07/2021		30.94CR	043054	30.94
00153	Westlake Ace Hardware							
	I-13003675	Fasteners - Parks	R	9/07/2021		36.48CR	043055	
	I-13903626	308 Piece Tool Set	R	9/07/2021		99.99CR	043055	
	I-13903630	Wasp Spray/Poison Ivy Soap	R	9/07/2021		11.97CR	043055	
	I-13903688	Fasteners - Parks	R	9/07/2021		60.51CR	043055	
	I-13903697	Streets - 6 padlocks	R	9/07/2021		95.94CR	043055	
	I-13903705	Glue/Wasp Spray	R	9/07/2021		20.17CR	043055	
	I-13903707	Mosquito and Wasp Spray	R	9/07/2021		28.95CR	043055	
	I-13903725	Water Line and Connecteor-Park	R	9/07/2021		70.97CR	043055	424.98

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A / P CHECK REGISTER

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PACKET: 07310 Regular Payments-09072021

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
00153	Westlake Ace Hardware I-13903743	Parks-Spray Head, Bug Spray	R	9/07/2021		46.60CR	043056	46.60

PACKET: 07310 Regular Payments-09072021

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01614	KCPL / EVERGY							
	I-76420194967032	9/1/2021-Evergy Pay	D	9/07/2021		300.69CR	000826	
	I-95956649069999	9/2/2021-Evergy Pay	D	9/07/2021		1,756.02CR	000826	
	I-Aug162021-2568	Street Light305N Main St	D	9/07/2021		33.13CR	000826	
	I-Aug162021-6857	Street Light-201N Main St.	D	9/07/2021		33.13CR	000826	
	I-Aug162021-8102	Street Light - 207 Main St.	D	9/07/2021		33.13CR	000826	
	I-Aug162021-8817	Street Light - 304NMain St	D	9/07/2021		32.31CR	000826	
	I-Aug172021-7612	July Street Light Costs	D	9/07/2021		21,923.33CR	000826	
	I-Aug2021-5291	Pump Station-Acct 7374	D	9/07/2021		42.21CR	000826	
	I-Aug2021-6365	FF HWY Pump Station	D	9/07/2021		3,626.16CR	000826	
	I-SEpt92021-3101	Street Light-8875 Clark	D	9/07/2021		67.11CR	000826	
	I-SEpt92021-4235	Street Garage-6405 NW Graden	D	9/07/2021		143.35CR	000826	
	I-Sept82021-0613	Street Light-5500 N Woodhaven	D	9/07/2021		20.32CR	000826	
	I-Sept82021-1599	Street Light-8000 NW Lakeview	D	9/07/2021		19.11CR	000826	
	I-Sept82021-6326	Pump Sta-FFHWY/Crooked	D	9/07/2021		43.86CR	000826	
	I-Sept82021-6522	Street Light-6420 NW Melody	D	9/07/2021		27.78CR	000826	
	I-Sept82021-6919	Pump Sta-5521 Seminole	D	9/07/2021		117.14CR	000826	
	I-Sept82021-8682	StreetLight-5600 Riss Lake	D	9/07/2021		23.51CR	000826	
	I-Sept92021-3666	Tornado Siren-6127 NW Bell	D	9/07/2021		46.47CR	000826	
	I-Sept92021-4196	Park Pedestal-9851 PLP Dr.	D	9/07/2021		41.22CR	000826	
	I-Sept92021-6285	City Hall-8880Clark	D	9/07/2021		6,271.50CR	000826	
	I-Sept92021-6351	PumpSta-10325 Magnolia	D	9/07/2021		174.79CR	000826	34,776.27
00159	Missouri American Water							
	I-Sept72021-1203	25W Main St.PARK-Jul/Aug	D	9/07/2021		89.80CR	000827	
	I-Sept72021-2095	EastSt FOUNT1-Jul/Aug	D	9/07/2021		9.68CR	000827	
	I-Sept72021-2453	EastSt FOUNT3-Jul/Aug	D	9/07/2021		9.68CR	000827	
	I-Sept72021-3099	8880Clark-CityHall-Jul/Aug	D	9/07/2021		780.99CR	000827	
	I-Sept72021-4076	1st&Main-Season-Jul/Aug	D	9/07/2021		56.25CR	000827	
	I-Sept72021-4314	102 Est Irrigation-Jul/Aug	D	9/07/2021		26.08CR	000827	
	I-Sept72021-5869	102 E 12th St - July-Aug	D	9/07/2021		9.23CR	000827	
	I-Sept72021-6841	8602 NW 62nd St-July/Aug	D	9/07/2021		16.89CR	000827	
	I-Sept72021-8321	Spirit Fountain July-Aug	D	9/07/2021		58.87CR	000827	
	I-Sept72021-9321	8875 Clark-Sprinkl-July/Aug	D	9/07/2021		29.41CR	000827	
	I-Sept82021-2187	East St Fount2-July/Aug	D	9/07/2021		9.68CR	000827	
	I-Sept82021-2538	East St Park Fount4	D	9/07/2021		9.68CR	000827	
	I-Sept82021-3333	East St. Hydrant - July/Aug	D	9/07/2021		29.41CR	000827	
	I-Sept82021-6548	SMain St Park-July/Aug	D	9/07/2021		43.07CR	000827	1,178.72
00160	Spire							
	I-Sept92021-1111	July-Aug Gas Charge-Street	D	9/07/2021		41.21CR	000828	41.21

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A / P CHECK REGISTER

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PACKET: 07310 Regular Payments-09072021

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01083	UMB Bank, N.A.							
	I-2004C Bond-Aug2021	Aug 2021 Bond Payment	D	9/07/2021		14,627.92CR	000829	14,627.92

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	61	0.00	794,325.00	794,325.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	50,624.12	50,624.12
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:	65	0.00	844,949.12	844,949.12

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

9/03/2021 1:28 PM

A / P CHECK REGISTER

PAGE: 9

PACKET: 07310 Regular Payments-09072021

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

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

FUND	PERIOD	AMOUNT
10	9/2021	46,311.60CR
30	9/2021	56,160.49CR
40	9/2021	25,668.32CR
41	9/2021	26,607.00CR
60	9/2021	30.94CR
66	9/2021	2,750.00CR
95	9/2021	687,420.77CR
ALL		844,949.12CR

PACKET: 07309 EOM Benefits - August 2021

VENDOR SET: 01

**** CHECK LISTING ****

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00005	AFLAC							
	I-AFP202108114358	AFLAC PRETAX	R	8/27/2021		29.80CR	042991	
	I-AFP202108264359	AFLAC PRETAX	R	8/27/2021		29.80CR	042991	59.60
00137	Kansas City Life Insuranc							
	I-ADD202108114358	ADD on KC Life Bill	R	8/27/2021		11.75CR	042992	
	I-ADD202108264359	ADD on KC Life Bill	R	8/27/2021		11.75CR	042992	
	I-LIF202108114358	BC/BS Life Insurance	R	8/27/2021		200.13CR	042992	
	I-LIF202108264359	BC/BS Life Insurance	R	8/27/2021		200.13CR	042992	
	I-LTD202108114358	Long Term Disability	R	8/27/2021		157.94CR	042992	
	I-LTD202108264359	Long Term Disability	R	8/27/2021		157.94CR	042992	739.64
01807	City of Parkville/Flex Plan							
	I-FLX202108114358	Flex Plan	R	8/27/2021		1,135.80CR	042993	
	I-FLX202108264359	Flex Plan	R	8/27/2021		1,135.80CR	042993	2,271.60
02109	Kansas Payment Center							
	I-GB2202108114358	B Pardew - Garnishment 2	R	8/27/2021		149.08CR	042994	
	I-GB2202108264359	B Pardew - Garnishment 2	R	8/27/2021		149.08CR	042994	
	I-GBP202108114358	B Pardew - Garnishment	R	8/27/2021		100.62CR	042994	
	I-GBP202108264359	B Pardew - Garnishment	R	8/27/2021		100.62CR	042994	499.40
Guardi	Guardian Life Insurance Company							
	I-GRD202108114358	Voluntary Insurance	R	8/27/2021		163.11CR	042995	
	I-GRD202108264359	Voluntary Insurance	R	8/27/2021		163.11CR	042995	326.22

PACKET: 07309 EOM Benefits - August 2021

VENDOR SET: Q1

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00136	State of Missouri							
	I-T2 202108054357	State Withholdings	D	8/27/2021		1,075.00CR	000822	
	I-T2 202108114358	State Withholdings	D	8/27/2021		3,352.66CR	000822	
	I-T2 202108264359	State Withholdings	D	8/27/2021		3,140.66CR	000822	7,568.32
01711	BCBSKC							
	I-BCC202108114358	BCBS Insurance	D	8/27/2021		499.88CR	000823	
	I-BCC202108264359	BCBS Insurance	D	8/27/2021		499.88CR	000823	
	I-BCE202108114358	BCKSKC Insurance	D	8/27/2021		1,334.76CR	000823	
	I-BCE202108264359	BCKSKC Insurance	D	8/27/2021		1,334.76CR	000823	
	I-BCF202108114358	BCBS Insurance	D	8/27/2021		786.50CR	000823	
	I-BCF202108264359	BCBS Insurance	D	8/27/2021		786.50CR	000823	
	I-BCS202108114358	BCBS Insurance	D	8/27/2021		1,596.00CR	000823	
	I-BCS202108264359	BCBS Insurance	D	8/27/2021		1,596.00CR	000823	
	I-BVC202108114358	Vision w/h	D	8/27/2021		17.74CR	000823	
	I-BVC202108264359	Vision w/h	D	8/27/2021		17.74CR	000823	
	I-BVE202108114358	Vision w/h	D	8/27/2021		43.20CR	000823	
	I-BVE202108264359	Vision w/h	D	8/27/2021		43.20CR	000823	
	I-BVF202108114358	Vision w/h	D	8/27/2021		117.53CR	000823	
	I-BVF202108264359	Vision w/h	D	8/27/2021		117.53CR	000823	
	I-BVS202108114358	Vision w/h	D	8/27/2021		51.78CR	000823	
	I-BVS202108264359	Vision w/h	D	8/27/2021		51.78CR	000823	
	I-DNC202108114358	BCBS Dental Insurance	D	8/27/2021		246.00CR	000823	
	I-DNC202108264359	BCBS Dental Insurance	D	8/27/2021		246.00CR	000823	
	I-DNF202108114358	BCBS Dental Insurance	D	8/27/2021		644.60CR	000823	
	I-DNF202108264359	BCBS Dental Insurance	D	8/27/2021		644.60CR	000823	
	I-DNP202108114358	DENTAL PRETAX	D	8/27/2021		246.40CR	000823	
	I-DNP202108264359	DENTAL PRETAX	D	8/27/2021		246.40CR	000823	
	I-DNS202108114358	Delta Dental Insurance	D	8/27/2021		154.25CR	000823	
	I-DNS202108264359	Delta Dental Insurance	D	8/27/2021		154.25CR	000823	
	I-HDC202108114358	BCBS Insurance	D	8/27/2021		414.55CR	000823	
	I-HDC202108264359	BCBS Insurance	D	8/27/2021		414.55CR	000823	
	I-HDE202108114358	BCBS Insurance	D	8/27/2021		827.04CR	000823	
	I-HDE202108264359	BCBS Insurance	D	8/27/2021		827.04CR	000823	
	I-HDF202108114358	Health Insurance	D	8/27/2021		1,462.48CR	000823	
	I-HDF202108264359	Health Insurance	D	8/27/2021		1,462.48CR	000823	
	I-HSE202108114358	BCBS Insurance	D	8/27/2021		565.32CR	000823	
	I-HSE202108264359	BCBS Insurance	D	8/27/2021		565.32CR	000823	
	I-HSF202108114358	BCBS Insurance	D	8/27/2021		1,999.20CR	000823	
	I-HSF202108264359	BCBS Insurance	D	8/27/2021		1,999.20CR	000823	
	I-HSS202108114358	BCBS Insurance	D	8/27/2021		450.25CR	000823	
	I-HSS202108264359	BCBS Insurance	D	8/27/2021		450.25CR	000823	
	I-S3F202108114358	BCBS Insurance	D	8/27/2021		647.89CR	000823	
	I-S3F202108264359	BCBS Insurance	D	8/27/2021		647.89CR	000823	
	I-SPC202108114358	BCBS Insurance	D	8/27/2021		2,292.65CR	000823	
	I-SPC202108264359	BCBS Insurance	D	8/27/2021		2,292.65CR	000823	
	I-SPE202108114358	BCBS Insurance	D	8/27/2021		204.14CR	000823	
	I-SPE202108264359	BCBS Insurance	D	8/27/2021		204.14CR	000823	
	I-SPF202108114358	BCBS Insurance	D	8/27/2021		2,888.32CR	000823	
	I-SPF202108264359	BCBS Insurance	D	8/27/2021		2,888.32CR	000823	
	I-SPS202108114358	BCBS Insurance	D	8/27/2021		975.68CR	000823	
	I-SPS202108264359	BCBS Insurance	D	8/27/2021		975.68CR	000823	36,932.32

PACKET: 07309 EOM Benefits - August 2021

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01730	LAGERS							
	I-CSR202108054357	LAGERS RETIREMENT	D	8/27/2021		3,520.00CR	000824	
	I-CSR202108114358	LAGERS RETIREMENT	D	8/27/2021		7,365.93CR	000824	
	I-CSR202108264359	LAGERS RETIREMENT	D	8/27/2021		7,513.65CR	000824	
	I-R%P202108054357	City/PD Ret Contribution	D	8/27/2021		2,655.00CR	000824	
	I-R%P202108114358	City/PD Ret Contribution	D	8/27/2021		6,259.21CR	000824	
	I-R%P202108264359	City/PD Ret Contribution	D	8/27/2021		5,596.41CR	000824	32,910.20
02517	NueSynergy, Inc							
	I-HSU202108114358	HSA Contribution	D	8/27/2021		624.84CR	000825	
	I-HSU202108264359	HSA Contribution	D	8/27/2021		624.84CR	000825	1,249.68

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	5	0.00	3,896.46	3,896.46
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	78,660.52	78,660.52
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:	9	0.00	82,556.98	82,556.98

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 07309 EOM Benefits - August 2021

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

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

FUND	PERIOD	AMOUNT
10	8/2021	81,886.18CR
30	8/2021	670.80CR
=====		
ALL		82,556.98CR

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A / P CHECK REGISTER

PAGE: 1

PACKET: 07308 Federal Withholdings - 8/27/21

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00044	Park Bank							
	I-T1 202108264359	Federal Withholding	D	8/27/2021		8,461.89CR	000817	
	I-T3 202108264359	FICA W/H	D	8/27/2021		11,076.28CR	000817	
	I-T4 202108264359	Medicare W/H	D	8/27/2021		2,590.42CR	000817	22,128.59

* * 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	22,128.59	22,128.59
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	22,128.59	22,128.59

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 07308 Federal Withholdings - 8/27/21

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

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

FUND	PERIOD	AMOUNT
10	8/2021	21,876.85CR
30	8/2021	251.74CR
=====		
ALL		22,128.59CR

CITY OF PARKVILLE Policy Report

Date: August 18, 2021

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Deny an application to rezone a parcel of land, generally located to the north of Walnut Creek Acres No. 4 subdivision to the south of The Deuce at The National Golf Club of Kansas City and to the west of The National 7th subdivision between N. Crooked Road and S. National Drive, from Platte County “RMD” Residential Multiple Dwelling and “R-7” Single-Family High Density to Parkville City “R-5-P” Multi-Family Residential and “R-4-P” Mixed-Density Residential - Case No. PZ 2021-13; Todd Kobayashi, Genesis Companies, applicant (Community Development)

BACKGROUND:

The applicant (Todd Kobayashi, Genesis Companies) proposes to rezone one parcel of land — Platte County parcel #20-8.0-27-100-002-006.000 (38.24 acres, more or less) — from Platte County “RMD” Residential Multiple Dwelling and “R-7” Single-Family High Density to Parkville City “R-5-P” Multi-Family Residential and “R-4-P” Mixed-Density Residential. This application accompanies an Application for Preliminary Development Plan (Case No. PZ 2021-14) which proposes Platte 38, a planned residential development consisting of a condominium building (158 units), 21 lots for duplexes, internal circulation, private drives and parking, and access off of N Crooked Rd in Unincorporated Platte County, MO 64152 (see Attachments (4-5).

Staff reviewed the Application for Zoning Map Amendment against the “R-4-P” and “R-5-P” district regulations, zoning map amendment review criteria (Section 403.030) and the adopted Parkville 2040 Master Plan (see Attachment 16). Staff concluded that while the “R-5-P” district is not consistent with the master plan’s future land use projections, it can accomplish other goals & objectives within the plans such as the need for more housing choice and diversity within the community. Furthermore, the district is compatible with the existing Platte County “RMD” Residential Multiple Dwelling zoning on the subject property, as well as on subject properties to the west; however, the “R-5-P” zoning may not be compatible with character of the surrounding neighborhood to the adjacent east, The National 7th subdivision. Staff also concluded the application complies with the requirements of the Title IV – Development Code as shown in the accompanying Platte 38 preliminary development plan (Case No. PZ 2021-14); does not appear to significantly impact the ability for the City or governmental agencies to respond with public and emergency services (including police, fire and the ability to maintain the peace); would substantially increase the value of the subject property parcels if developed to the extent of the associated Platte 38 preliminary development plan; and would allow for a variety of residential uses, all of which are currently permitted on the subject property via the existing Platte County “RMD” and “R-7” zoning designations.

PUBLIC COMMENTS:

On May 25, 2021, the applicant convened a meeting with the Board of The National Golf Club of Kansas City HOA to present the preliminary development plan in detail and answer any questions. The applicant then hand-delivered invitations to residents in The South National neighborhood along S National Dr. and Persimmon Ct. for an open house charrette meeting on May 26, 2021 (1:00-6:00 p.m.) at the Veterans of Foreign Wars (VFW) building at 10125 Highway 45 in Parkville.

Prior to the completion of this policy report, the Community Development Department received 26 public comments via letter or e-mail (See Attachments 15.A-15.Z). A public hearing was opened at the May 11, 2021 regular meeting of the Planning and Zoning Commission. The following residents spoke in opposition to the project:

- Chris Fisher (6212 Brassie Ln)
- Shawn Frost (6202 S National Dr)
- James Maeger (6133 S National Dr)
- Bob Davis (6118 Persimmon Ct)
- Blake Pryor (6116 Persimmon Ct)
- Rick Messer (6201 Brassie Ln)
- Krystal Davis (6118 Persimmon Ct)
- Jeff Broniger (9726 Apple Blossom Ln)
- Dean Ross (6120 S National Dr)
- Chris Roberts (6114 Double Eagle Ct)
- Melissa Schmidt (10350 Magnolia Ln)
- Pam Maeger (6133 S National Dr)
- Hilary Murray (6207 Brassie Ln)
- Josh Fisher (6126 S National Dr)
- Karen Norris (6129 S National Dr)
- Michelle Clements (9386 Limestone Rd)
- Brianna Mimnaugh (6025 Vardon Dr)

In terms of the Application for Zoning Map Amendment, residents felt the multi-family condominium use is not compatible with the Parkville 2040 Master Plan's future land use projection of Low Density Residential; and stated they'd have no issues with single-family homes or duplexes similar to those currently existing along Lime Stone Road in The South National.

In terms of the Application for Preliminary Development Plan (Case No. PZ 2021-14), residents were opposed to an access road connecting to South National Drive, stating the roadway would significantly increase traffic in The South National neighborhoods, increase crime and cause negative impacts to safety. Residents also stated they felt the density of the development was too high, that the development contained too many dwelling units, and the size/scale & height of the condominium building was too large. Lastly, residents had concerns about the development being marketed to older adults, but no guarantee from the applicant of the development being restricted to ages 55+.

At the continued public hearing on June 8, 2021, residents echoed the same concerns they had at the first meeting, as well as stating the project should be voted down if the applicant is unable to attain South National Dr. roadway access along a 10 ft. parcel of land owned by The National Homeowners Association.

At the continued public hearing on July 13, 2021, Josh Fisher (6126 S National Dr.) stated The

National HOA Board has not approved access to S National Dr.; therefore, the preliminary plan needs to be revised to reflect this. Kim Miller (10210 Magnolia) stated her concerns about traffic on Highway 45, Bryan Adkinson (10295 Magnolia) stated he does not support the project, and Ned Coulson (6206 Heathery Way) had concerns with the architectural design of the buildings.

At the continued public hearing on August 10, 2021, Blake Prior (6116 Persimmon Ct) stated he's not opposed to the development of single-family homes and duplex townhomes for Platte 38, but is opposed to a 4-story condominium building on the property. Josh Fisher (6126 S National Dr) stated the applicant would withdraw their application if The National HOA Board didn't approve a connection to S National Dr.; and since the Board didn't take a vote on the issue at their last meeting, requested the Planning and Zoning Commission deny the application. Katie DiBernardo (6203 Heathery Way) stated her family lives in The National, are aging and would like to sell their house in order to downside, but don't have any options available. She said her family would like to continue using the golf course and its amenities, and supports the project as a result. Katie also stated she's a real estate agent and has over 30 clients actively looking for housing such as that provided by the Platte 38 development. Karen Norris (6129 S National Dr.) had questions about the views of the building and requested the applicant provide renderings showing what the views looking at the condominium building from homes along S National Dr. and Persimmon Ct. would look like.

BUDGET IMPACT:

There is no impact to the budget.

ALTERNATIVES:

1. Deny an Application for Zoning Map Amendment, as recommended by the Planning and Zoning Commission.
2. Take no action, request the applicant make revisions to their accompanying Application for Preliminary Development Plan (Case No. PZ 2021-14), and direct staff to bring both the Application for Zoning Map Amendment and revised Application for Preliminary Development Plan back to the Planning and Zoning Commission for consideration.
3. Approve the first reading of an ordinance approving the rezoning and postpone the second reading to September 21, 2021.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

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

PLANNING & ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission considered the application during a public hearing held on May 11, 2021. The Commissioners stated they had concerns with the density of the project, height of the condominium building, landscape barrier along the east property line, and lack of consultation with nearby homeowners and The National Homeowners Association. The Commission voted unanimously (5-0) to continue the public hearing and postpone their recommendation to their June 8, 2021 regular meeting, and requested the applicant take the following actions in the meantime:

1. Meet with The National Golf Club of Kansas City Homeowners Association (HOA) to formally present the preliminary development plan and receive answers to questions asked by members of the public at the hearing.

2. Meet with residents in the adjacent neighborhood in The South National to answer their questions about the proposed development.
3. Address all of the questions asked by members of the public at the May 11, 2021 public hearing.
4. Consider revision to the preliminary development plan, including but not limited to:
 - a. Reducing the overall density of the project
 - b. Reducing the height of the apartment/condo buildings
 - c. Re-locating the apartment/condo buildings
 - d. Increasing landscape buffering on Tract C and exploring the utilization of berms

At the June 8, 2021, public hearing, the applicant requested consideration of both applications be postponed to the next regular meeting of the Planning and Zoning Commission in order to allow more time to revise their preliminary development plan. As a result, the Commission unanimously voted (7-0) to continue the public hearing and postpone their recommendation to their July 13, 2021 regular meeting.

At the July 13, 2021 public hearing, the applicant requested another postponement of their applications to the next regular meeting of the Planning and Zoning Commission to allow more time to revise their preliminary development plan. As a result, the Commission unanimously voted (8-0) to continue the public hearing and postpone their recommendations to their August 10, 2021 regular meeting.

At the August 10, 2021 public hearing, the applicant presented a revised version of their preliminary development plan (see Attachments 4-5). The Commissioners had questions regarding gross and net density, the height of the building, and distance (in ft.) from the condominium building to the adjacent residential properties in The National 7th subdivision. After a lengthy discussion, the Commission recommended denial of the Application for Zoning Map Amendment (vote 6-0) for the following reasons:

- The City recently adopted the Parkville 2040 Master Plan which projects Low Density Residential land use on the property, which is incompatible with the requested zoning.
- There are single-family homes abutting the property, and the accompanying preliminary development plan is incompatible with these uses based on its current configuration on the subject property.

The Commission also encouraged the applicant to resubmit their application based on a reconfigured design of the associated preliminary development plan, and if so, provide imagery/renderings showing what views of the project would be like looking from homes along S National Dr. and Persimmon Court.

STAFF RECOMMENDATION:

Staff recommends the Board of Aldermen neither approve nor deny the first reading of an ordinance rezoning a parcel of land. Rather, staff defers to the discretion to the Board of Aldermen based on the information presented. If approved, staff recommends the following conditions of approval be applied to an ordinance:

- Submittal of a valid voluntary annexation petition for the portion of property included in associated preliminary development plan currently located outside of the existing City boundaries, and said property is thereafter annexed into City of Parkville municipal limits via ordinance.
- The subject property be platted via an Application for Subdivision – Final Plat to allow for the zoning layout per the Preliminary Development Plan.

POLICY:

Per Parkville Municipal Code, Title IV, Table 403-1, a public hearing is required (distinguished from a public meeting generally open to the public) to consider Zoning Map Amendment applications by the Planning and Zoning Commission review body, with the Board of Aldermen as the “decision making authority” for such applications following review and recommending authority by the Planning and Zoning Commission.

Per RSMo 89.050 and Parkville Municipal Code Title IV, Section 403.030, the Board of Aldermen shall not consider a request prior to the lapse of the 15 day protest period. Per Parkville Municipal Code Title IV, Section 403.030, Subsection C, if a written protest against a proposed zoning change is filed in the office of the City Clerk within 15 days of the date of the conclusion of the Planning Commission public hearing, signed by the owners of record of 30 percent or more of any real property proposed to be rezoned, or by the owners of record of 30 percent or more of the total area required to be notified by this Code of the proposed rezoning of a specific property (excluding streets and public ways), the ordinance adopting such amendment shall not be passed except by at least a 2/3 vote of all of the members of the Board of Aldermen. Without a valid protest petition, the proposed rezoning may be approved by a simple majority of five (5) votes.

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:

DENIAL: I move to deny an application to rezone a parcel of land (38.24 acres, more or less), generally located to the north of Walnut Creek Acres No 4 subdivision, to the south of The Deuce at The National Golf Club of Kansas City, and to the west of The National 7th subdivision between N Crooked Rd and S National Dr. in Unincorporated Platte County, Missouri from Platte County “RMD” Residential Multiple Dwelling and “R-7” Single-Family High Density to Parkville City “R-5-P” Multi-Family Residential and “R-4-P” Mixed-Density Residential.

TAKE NO ACTION: I request the applicant make revisions to their accompanying Application for Preliminary Development Plan (Case No. PZ 2021-14), and direct staff to bring both the Application for Zoning Map Amendment and revised Application for Preliminary Development Plan back to the Planning and Zoning Commission for consideration.

ATTACHMENTS:

None

CITY OF PARKVILLE Policy Report

Date: August 18, 2021

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Deny a preliminary development plan for Platte 38, a planned residential development consisting of an apartment/condominium building and duplexes generally located to the north of Walnut Creek Acres No4 subdivision to the south of The Deuce at The National Golf Club of Kansas City and to the west of The National 7th subdivision between N. Crooked Road and S. National Drive in unincorporated Platte County - Case No. PZ 2021-14; Todd Kobayashi, Genesis Companies, applicant (Community Development)

BACKGROUND:

The applicant (Todd Kobayashi, Genesis Companies) proposes Platte 38, a planned residential development consisting of a condominium building (158 units), 21 lots for duplexes, internal circulation, private drives and parking, and access off of N Crooked Rd in Unincorporated Platte County, MO 64152 (see Attachments 4-5). This application is proposed in conjunction with an Application for Zoning Map Amendment to rezone one parcel of land — Platte County parcel #20-8.0-27-100-002-006.000 (38.24 acres, more or less) — from Platte County “RMD” Residential Multiple Dwelling and “R-7” Single-Family High Density to Parkville City “R-5-P” Multi-Family Residential and “R-4-P” Mixed-Density Residential (Case No. PZ 2021-13).

Staff reviewed the Application for Preliminary Development Plan against the Parkville Development Code’s preliminary development plan review criteria, “R-4-P” Mixed-Density Residential and “R-5-P” Multi-Family Residential district regulations and use standards, subdivision standards, site and landscape design standards and access and parking regulations (see Attachments 8-12 and 16). Staff concluded the preliminary development plan accomplishes the goals of the Parkville 2040 Master Plan through a master planned approach vs. piece meal development; flexibility to the “R-5-P” district’s maximum building height allowance should be carefully evaluated by the Planning and Zoning Commission per context of the subject property (i.e., existing & proposed grading, surrounding neighborhoods & characteristics, site section & elevation views) to determine whether such flexibility would promote the general public health, safety and welfare of the community or be appropriate or not; reflects generally accepted and sound planning and urban design principles with respect to applying the adopted Parkville 2040 Master Plan; meets all review criteria for a zoning map amendment; and meets the City’s applicable subdivision regulations and standards, site and landscape design standards, access and parking, sign standards, and minimum standards thereof.

PUBLIC COMMENTS:

On May 25, 2021 the applicant convened a meeting with the Board of The National Golf Club of Kansas City HOA to present the preliminary development plan in detail and answer any questions. The applicant then hand-delivered invitations to residents in The South National neighborhood along

S National Dr. and Persimmon Ct. for an open house charrette meeting on May 26, 2021 (1:00-6:00 p.m.) at the Veterans of Foreign Wars (VFW) building at 10125 MO-Hwy 45 in Parkville.

Prior to the completion of this policy report, the Community Development Department received 26 public comments via letter or e-mail (See Attachments 15.A-15.Z). A public hearing was opened at the May 11, 2021 regular meeting of the Planning and Zoning Commission. The following residents spoke in opposition of the project:

- Chris Fisher (6212 Brassie Ln)
- Shawn Frost (6202 S National Dr)
- James Maeger (6133 S National Dr)
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- Blake Pryor (6116 Persimmon Ct)
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- Karen Norris (6129 S National Dr)
- Michelle Clements (9386 Limestone Rd)
- Brianna Mimnaugh (6025 Vardon Dr)

In terms of the Application for Zoning Map Amendment, residents felt the multi-family condominium use is not compatible with the Parkville 2040 Master Plan's future land use projection of Low Density Residential; and stated they'd have no issues with single-family homes or duplexes similar to those currently existing along Lime Stone Road in The South National.

In terms of the Application for Preliminary Development Plan (Case No. PZ 2021-14), residents were opposed to an access road connecting to South National Drive, stating the roadway would significantly increase traffic in The South National neighborhoods, increase crime and cause negative impacts to safety. Residents also stated they felt the density of the development was too high, that the development contained too many dwelling units, and the size/scale & height of the condominium building was too large. Lastly, residents had concerns with the development being marketed to older adults, but no guarantee from the applicant of the development being restricted to ages 55+.

At the continued public hearing on June 8, 2021, residents echoed the same concerns they had at the first meeting; as well as stating the project should be voted down if the applicant is unable to attain South National Dr. roadway access through a 10 ft. parcel of land owned by The National Homeowners Association.

At the continued public hearing on July 13, 2021, Josh Fisher (6126 S National Dr.) stated The National HOA Board has not approved access to S National Dr.; therefore, the preliminary plan needs to be revised to reflect this. Kim Miller (10210 Magnolia) stated her concerns with traffic on Highway 45, Bryan Adkinson (10295 Magnolia) stated he does not support the project, and Ned

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BUDGET IMPACT:

With the exception of application and permit fees collected, there is no immediate budget impact. Long-term impacts would be realized from changes in property taxes and sales taxes collected from the site and proposed development, and impacts to the same for area properties and other businesses.

ALTERNATIVES:

1. Deny an Application for Preliminary Development Plan, as recommended by the Planning and Zoning Commission.
2. Take no action, request the applicant make revisions to the Application for Preliminary Development Plan, and direct staff to bring both the Application for Zoning Map Amendment and revised Application for Preliminary Development Plan back to the Planning and Zoning Commission for consideration.
3. Approve the first reading of an ordinance approving the Application for Preliminary Development Plan, and postpone the second reading to the September 21, 2021 regular meeting of the Board of Aldermen.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

The Finance Committee did not consider this application.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission considered the application during a public hearing held on May 11, 2021. The Commissioners stated they had concerns with the density of the project, height of the condominium building, landscape barrier along the east property line, and lack of consultation with nearby homeowners and The National Homeowners Association. The Commission voted unanimously (5-0) to continue the public hearing and postpone their recommendation to their June 8, 2021 regular meeting, and requested the applicant take the following actions in the meantime:

1. Meet with The National Golf Club of Kansas City Homeowners Association (HOA) to formally present the preliminary development plan and receive answers to questions asked by members of the public at the hearing.

2. Meet with residents in the adjacent neighborhood in The South National to answer their questions about the proposed development.
3. Address all of the questions asked by members of the public at the May 11, 2021 public hearing.
4. Consider revision to the preliminary development plan, including but not limited to:
 - a. Reducing the overall density of the project
 - b. Reducing the height of the apartment/condo buildings
 - c. Re-locating the apartment/condo buildings
 - d. Increasing landscape buffering on Tract C, and explore the utilization of berms

At the June 8, 2021, public hearing, the applicant requested consideration of both applications be postponed to the next regular meeting of the Planning and Zoning Commission in order to allow more time to revise their preliminary development plan. As a result, the Commission unanimously voted (7-0) to continue the public hearing and postpone their recommendation to their July 13, 2021 regular meeting.

At the July 13, 2021 public hearing, the applicant requested another postponement of their applications to the next regular meeting of the Planning and Zoning Commission to allow more time to revise their preliminary development plan. As a result, the Commission unanimously voted (8-0) to continue the public hearing and postpone their recommendations to their August 10, 2021 regular meeting.

At the August 10, 2021 public hearing, the applicant presented a revised version of their preliminary development plan (see Attachments 4-5). The Commissioners had questions regarding gross and net density, the height of the building, and distance (in ft.) from the condominium building to the adjacent residential properties in The National 7th subdivision. After a lengthy discussion the Commission recommended denial of the Application for Preliminary Development Plan (vote 6-0) for the following reasons:

- The City recently adopted the Parkville 2040 Master Plan which projects Low Density Residential land use on the property, which is incompatible with the requested zoning.
- There are single-family homes abutting the property, and the accompanying preliminary development plan is incompatible with these uses based on its current configuration on the subject property.

The Commission also encouraged the applicant to resubmit their application based on a reconfigured design of the associated preliminary development plan, and if so, provide imagery/renderings showing what views of the project would be like looking from homes along S National Dr. and Persimmon Ct.

STAFF RECOMMENDATION:

Staff recommends the Board of Aldermen neither approve or deny the first reading of an ordinance for an Application for Preliminary Development Plan for Platte 38. Rather, staff defers to the discretion to the Board of Aldermen based on the information presented. If approved, staff recommends the following conditions of approval be applied to an ordinance:

- Submittal of a valid Voluntary Annexation Petition for the portion of property included in associated preliminary development plan currently located outside of the existing City boundaries, and said property is thereafter annexed into City of Parkville municipal limits via ordinance.
- The subject property be platted via an Application for Subdivision – Final Plat — prior to construction permits being issued — in order to accommodate the lots and tracts for the Platte 38 planned residential development.
- The applicant address comments/findings from the City’s independent review (performed by VSM Engineering, LLC) of the submitted stormwater drainage study.
- Southern Platte Fire Protection District (SPFPD) review the preliminary development plan against the requirements of the 2018 International Fire Code (IFC), and any necessary conditions be met.
- Any subsequent Applications for Final Development Plan for Phase II / Lot 22 go before the Planning and Zoning Commission for approval, with the Planning and Zoning Commission as the “Decision Making Authority” and the Board of Aldermen as having “Appeal of Decision” authority per Table 403-1: Procedures Summary of the Parkville Municipal Code, Title IV – Development Code.

POLICY:

Per Parkville Municipal Code Table 403-1, a public hearing is required (distinguished from a public meeting generally open to the public) to consider preliminary development plan applications by the Planning and Zoning Commission review body, with the Board of Aldermen as the “decision making authority” for such applications following review and recommending authority by the Planning and Zoning Commission. Per Table 403-1: Procedures Summary, a protest petition is permitted for applications for preliminary development plan.

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:

DENIAL: I move to deny an Application for Preliminary Development Plan for Platte 38, a planned residential development consisting of an apartment/condominium building and duplexes on 38.24 acres, more or less, generally located to the north of Walnut Creek Acres No 4 subdivision, to the south of The Deuce at The National Golf Club of Kansas City and to the west of The National 7th subdivision between N. Crooked Road and S. National Drive in unincorporated Platte County.

TAKE NO ACTION: I request the applicant make revisions to the Application for Preliminary Development Plan and direct staff to bring both the Application for Zoning Map Amendment and revised Application for Preliminary Development Plan back to the Planning and Zoning Commission for consideration.

ATTACHMENTS:

1. Application for Zoning Map Amendment
2. Application for Preliminary Development Plan

3. Legal Description
4. Narrative
5. Subject Property Area Map
6. Preliminary Development Plan
7. Parkville Senior Development Presentation
8. Staff Analysis
9. Staff Review Comments
10. Analysis for Active Senior Housing
11. Summary of HOA & Public Meetings
12. Applicant Response Letter
13. Traffic Impact Study Review
14. Updated Traffic Study Review
15. VSM Engineering Comments
16. S. National Crime Statistics
17. Spire Energy Comments
18. Platte County Regional Sewer District Comments
19. Missouri American Water Comments
20. Platte County Planning & Zoning Comments
21. MoDOT Comments
22. Parkville Special Road District Comments
23. Evergy Comments
24. Public Comments



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 Zoning Map Amendment

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

1. Applicant / Contact Information

Applicant(s)

Name: Todd Kobayashi Genesis Companies

Address: 4420 Madison Ave, Ste 104

City, State: KCMO

Phone: 804-221-8746 Fax: _____

E-mail: ToddK@builtbygenesis.com

Engineer/Surveyor(s) preparing legal description

Name: Dustin Burton - RIC

Address: 1815 McGee, Ste 200

City, State: KCMO

Phone: 913.832.5683 Fax: _____

E-mail: dburton@ric-consult.com

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

Name: Parkville 38, LLC

Address: 4420 Madison Ave, Suite 104

City, State: Kansas City, MO

Phone: (816) 520-2233 Fax: _____

E-mail: toddK@builtbygenesis.com

Contact Person, if different from applicant(s)

Name: _____

Address: _____

City, State: _____

Phone: _____ Fax: _____

E-mail: _____

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 rezoning 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) [Signature] Date: 4-8-21

Property Owner's Signature (Required) [Signature] Date: 4-7-21

2. Property Information

Legal description: Attach a separate sheet with complete writing and graphical legal description of the subject property.

Property address / general location:

38 acres between Crooked Rd. and MO-45 highway, west of S. National Drive

Parcel ID Number: 002-006.000

Present zoning: RMD / R7 Proposed zoning: R-5-P

Present use of the property:

Undeveloped, wooded land

Length of use:

50+ years



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 Preliminary Development Plan

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

1. Applicant/Contact Information

Applicant(s)

Name: Todd Kobayashi
Company: Genesis Companies
Address: 4420 Madison Ave, Ste 104
City, State: KCMO
Phone: 804-221-8746 Fax: _____
E-mail: ToddK@builtbygenesis.com

Engineer/Surveyor(s) preparing plans & legal desc.

Name: Dustin Burton
Company: RIC
Address: 1815 McGee, Ste 200
City, State: KCMO
Phone: 913.832.5683 Fax: _____
E-mail: dburton@ric-consult.com

Owner(s), if different from applicant

Name: Todd Kobayashi
Company: Parkville 38, LLC
Address: 4420 Madison Ave, Suite 104
City, State: Kansas City, MO
Phone: (804) 221-8746 Fax: _____
E-mail: toddK@builtbygenesis.com

Contact Person, if different from applicant

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

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) T. Kobayashi Date: 4-9-21

Property Owner's Signature (Required) Steven B Brink Date: 4-7-21

2. Property Information

Property address and general location: 38 acres between Crooked Rd. and MO-45 highway, west of S. National Drive

Legal description (may be attached): Attached

Description of proposed use(s): Mixed use of duplex homes and multi-family/condominiums

Zoning district: R-5-P
Gross acreage of lot: 26.04 Ac
Open space acreage: 7.72
Proposed block and lot pattern: 1 block, 22 lots

Lot coverage: 40% max (duplex lots)
Density/Intensity: 9.3 DU/Ac
Net acreage of lot: 23.68
Building types/scale: Duplex & Multifamily

3. Factors affecting the project

Are any public improvements required for this project? Yes

Explain (may be attached):

Road to connect S. National Drive to Crooked Rd. & public utilities (water/storm/sewer)

4. Public Realm

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

Functions of proposed new roadways: Residential street

Proposed surface material: Asphalt

Maximum grade: 9%

General design characteristics, open spaces, civic spaces and circulation network:

See plans

Are area streets and utilities sufficient to serve the property once developed? Yes

(Note: a traffic study may be required in order to adequately address this question)

Explain: Traffic study is completed

Attach a stormwater management study showing facilities/improvements needed to handle stormwater adequately.

Attach a narrative addressing:

1. How the plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the Master Plan, and based upon generally accepted planning and design practice.
2. How the benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, in particular areas immediately near or within the proposed project, and not strictly to benefit the applicant or single project.
3. How the benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and the standards proposed to be modified when applied to the specific project or site.
4. How the plan reflects generally accepted and sound planning and urban design principles with respect to applying the Master Plan and any specific plans to the area.
5. How the plan meets all of the review criteria for a zoning map amendment.

5. Checklist of required submittals

- ☒ Completed application, including site plans with all required details and supporting data.
- ☒ Nonrefundable application fee of \$300.00.
- ☒ Five (5) copies 24" x 36" size, or larger sets, and one (1) electronic set (PDF format) of the site plan and elevations for staff and service providers to review.
- ☒ Authorization signature of the applicant and owner of record of the property.
- ☐ If subject to covenants and/or deed restrictions, signed approval of the association/entity enforcing such.

For City Use Only

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

Application fee payment: Check # _____ AA 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. Preliminary Development Plan checklist for staff review**1. Basic Information**

- a. Name of the development
- b. Name, address, contact information of person or firm that prepared the plan
- c. Date plan was prepared, including any revision dates
- d. Graphic, engineering scale
- e. North arrow
- f. Vicinity map identifying boundaries and location of property in relation to City

2. Development Summary Table | *Provided on site plan in chart format*

- a. Existing zoning and proposed zoning if applicable
- b. Total land area in square feet and acres
- c. Proposed use or uses of each building and/or structure
- d. Height above grade of buildings and structures and number of stories of each building and/or structure
- e. Gross floor area per floor and total for each building/structure
- f. Residential buildings shall also include residential building type and total number of dwelling units. Residential development shall identify gross and net density
- g. Building coverage and floor area ratio
- h. Ratio of required number of parking spaces for each use and amount of proposed parking spaces

3. Plan Drawing

- a. Property lines and lot dimensions
- b. Proposed building footprint with lines
- c. Building(s) with dimensions and distance to property lines
- d. Cross-sections of the site detailing the height of buildings/structures, distances, and relationship to existing topography, and if applicable, proposed topography
- e. Existing and proposed rights-of-way improvements (curb/gutter/sidewalk/driveways, etc.) and easements
- f. All radii, acres, points of tangency, central angles and lengths of curves
- g. Existing and proposed topography, with major contour lines at intervals of 10 feet, and minor contour lines at an interval of 2 feet
- h. Indication of FEMA Special Flood Hazard Areas (SFHA) if applicable
- i. Location and identification of any proposed and any existing site features to be retained, including detention areas, retaining walls, existing mature trees, and other pertinent site features
- j. Identification of proposed or existing use or uses within each building, building entrances and exits, docks or other service entrances, utility entrances and screening to them, trash enclosures if applicable, outdoor storage and sales areas, and other paved areas.
- k. Architectural renderings of the completed project be provided, including elevations of each side of each structure and delineation of building materials.

4. Parking and Circulation

- a. Location and dimensions of the widths of existing or proposed private vehicular access into the property from perimeter streets and location of existing or approved accesses on properties adjacent or opposite the property
- b. Location of proposed or existing parking spaces, aisles, and drives with setback dimensions from proposed streets right-of-way and adjacent property lines; typical width and length of parking spaces; number of parking spaces per row; and width of parking and drive aisles
- c. Illustration of AutoTURN vehicular movements for emergency vehicle access to development, specifically a Pierce Velocity fire truck (dual axle type w/ 110 ft. ladder; vehicle specifications are 43.3 ft. length X 8 ft. width)
- d. Location of proposed trash enclosures if applicable
- e. Identification of all public and private existing and proposed sidewalks, trails, bicycle facilities, and/or open space areas (Tracts A, B, C, etc.)
- f. Indication of compliance with access and parking standards per City Code (Chapter 408)

5. Landscaping and Screening

- a. A plan for landscaping design and screening in conformance with City Code (Section 407.020 and 407.030)
- b. A lighting plan in conformance with City Code (Section 407.040)
- c. A stormwater management plan in conformance with City Code (Section 407.050)
- d. A landscape schedule showing compliance with City Code (Chapter 407)

6. Other Requirements

- a. All survey monuments and benchmarks, together with their description
- b. Show windows and entrances
- c. Label all materials
- d. Show canopies and awnings if proposed
- e. Information regarding signage if proposed, in compliance with City Code (Chapter 409)

Note: Submissions of preliminary development plans to the Planning and Zoning Commission that do not conform to the above checklist may, at the discretion of the Planning and Zoning Commission, be subject to delay until unfulfilled items are complied with.

All that part of the Northeast Quarter of Section 27, Township 51 North, Range 34 West of the Fifth Principal Meridian in Platte County, Missouri, being more particularly described by Jed A.M. Baughman, PLS #2014020708 of Renaissance Infrastructure Consulting, Inc. as follows:

Beginning at the Northwest Corner of said Northeast Quarter;

thence South 00°13'30" West, along the West line of said Northeast Quarter, a distance of 1321.18 feet to the Northwest corner of the Southwest Quarter of said Northeast Quarter;

thence leaving said West line and along the North line of said Southwest Quarter, North 89°59'23" East, a distance of 1312.49 feet to the Northeast Corner of said Southwest Quarter;

thence leaving said North line and along the East line of said Southwest Quarter, South 00°11'06" West, a distance of 504.02 feet;

thence leaving said East line, North 89°51'38" West, a distance of 198.92 feet;

thence South 00°07'36" West, a distance of 125.94 feet;

thence South 45°07'23" West, a distance of 202.02 feet;

thence South 00°43'36" East, a distance of 250.41 feet;

thence South 82°26'56" West, a distance of 118.01 feet;

thence North 63°08'07" West, a distance of 182.65 feet;

thence South 86°54'47" West, a distance of 123.61 feet;

thence North 61°42'44" West, a distance of 134.97 feet;

thence South 67°24'46" West, a distance of 227.70 feet;

thence North 89°43'59" West, a distance of 223.11 feet to a point on the East right-of-way line of Crooked Road, as now established;

thence along said East right-of-way line, North 00°13'30" East, a distance of 339.34 feet;

thence continuing along said East right-of-way line, North 75°40'30" West, a distance of 20.62 feet to a point on the West line of said Northeast Quarter;

thence leaving said East right-of-way line and along said West line, North 00°13'30" East, a distance of 639.81 feet to the Point of Beginning, containing 1,138,576 square feet, or 26.138 acres, more or less.

April 7, 2021

Stephen Lachky
Community Development Director
8880 Clark Ave
Parkville, MO 64152

Re: Platte 38 – Multifamily Development – Annexation, Rezoning, and Preliminary Plan

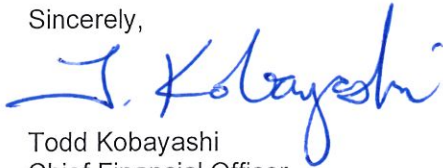
Mr. Lachky,

We are excited to submit today the Preliminary Development Plan, Annexation request, and Zoning Map Amendment application for a new multifamily development located just to the south of The National Golf Course. The proposed development will consist of two new apartment/condominium buildings and 21 high quality duplex lots. The apartments will be situated at the north end to overlook the golf course while the duplex lots will run along the midpoint of the parcel from east to west. The total development is proposed to take up roughly the northern half of the overall parcel, the southern half is planned to remain undeveloped and undisturbed natural woodland area. A wooded buffer at the east property line will also be maintained to help buffer between the adjacent single family and this higher density use.

The City's 2009 future land use plan highlights this area as future single family residential. However, we feel this development will create a density buffer between the existing R-2 zoning to the east and much higher density (RMD) located just to the west of this property. This buffering is further enhanced by the heavily wooded areas that will remain in place at the east and south property lines. We also feel this is a good compromise between the current County zoning (R7/RMD) which would allow for a much denser multifamily development if the parcel would remain within the County.

We look forward to future discussions on this project and are available for any questions you may have.

Sincerely,



Todd Kobayashi
Chief Financial Officer
Genesis Construction Management, LLC

Legend

Subject property parcel proposed for rezoning for the Platte 38 planned residential development

Parcel #20-8.0-27-100-002-006.000

Plate 38

City Of Parkville, Platte County, MO
Section 27, Township 51N, Range 34W

Preliminary Development Plans

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
Existing Waterline	Proposed Fire Hydrant
Existing Gas Main	Proposed Waterline
Existing Sanitary Sewer	Proposed Sanitary Sewer
Existing Sanitary Manhole	Proposed Sanitary Manhole
Existing Contour Major	Proposed Contour Major
Existing Contour Minor	Proposed Contour Minor
Future Curb and Gutter	
Utility Easement	Access Easement
Sanitary Sewer Easement	Temporary Easement
Drainage Easement	

Legal Description:

All that part of the Northeast Quarter of Section 27, Township 51 North, Range 34 West of the Fifth Principal Meridian in Platte County, Missouri, being more particularly described by Jed A.M. Baughman, PLS #2014020708 of Renaissance Infrastructure Consulting, Inc. as follows:

Beginning at the Northeast Corner of said Northeast Quarter;

thence South 00°13'30" West, along the West line of said Northeast Quarter, a distance of 1321.18 feet to the Northwest corner of the Southwest Quarter of said Northeast Quarter;

thence leaving said West line and along the North line of said Southwest Quarter, North 89°59'23" East, a distance of 1312.49 feet to the Northeast Corner of said Southwest Quarter;

thence leaving said North line and along the East line of said Southwest Quarter, South 00°11'06" West, a distance of 1504.02 feet;

thence leaving said East line, North 89°51'38" West, a distance of 198.92 feet;

thence South 00°07'36" West, a distance of 125.94 feet;

thence South 45°07'23" West, a distance of 302.02 feet;

thence South 00°43'36" East, a distance of 210.41 feet;

thence South 82°26'56" West, a distance of 118.01 feet;

thence North 63°08'07" West, a distance of 82.65 feet;

thence South 86°54'47" West, a distance of 123.61 feet;

thence North 61°42'44" West, a distance of 134.97 feet;

thence South 67°24'46" West, a distance of 127.70 feet;

thence North 89°43'59" West, a distance of 123.11 feet to a point on the East right-of-way line of Crooked Road, as now established;

thence along said East right-of-way line, North 00°13'30" East, a distance of 339.34 feet;

thence continuing along said East right-of-way line, North 75°40'30" West, a distance of 20.62 feet to a point on the West line of said Northeast Quarter;

thence leaving said East right-of-way line and along said West line, North 00°13'30" East, a distance of 639.81 feet to the Point of Beginning, containing 1,138,576 square feet, or 26.138 acres, more or less.

FLOOD PLAIN NOTE

According to the F.E.M.A. Flood Insurance Rate Map Number

29165C03750, revised April 2, 2015, this tract graphically lies in:

- OTHER AREAS, ZONE X, defined as areas determined to be outside the 0.2% annual chance floodplain

- SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, ZONE AE, defined as Base Flood Elevations determined.

- OTHER FLOOD AREAS, ZONE X, defined as areas of 0.2% annual chance flood areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.

- FLOODWAY AREAS IN ZONE AE, defined as the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

The information concerning locations of underground utilities shown hereon which are not visible from the surface, has been taken from the records and field locations of the various utility companies and has not been field verified by this company. These locations are not to be construed as accurate or exact.



Summary Table:

Description:

Planned residential development with internal circulation, public streets, private drives, duplex lots and 2 apartment complex buildings with access off of N Crooked Rd and S National Dr.

Zoning:

Current zoning: Platte County RMD-Residential Multiple Dwelling and R-7 Single-Family High Density.

Lot Purpose/Use:

Lots 1-21: Duplex residential buildings.
Lot 22: 2 Apartment complex buildings. (100 units/bldg)
Provided Parking: 200 stalls.

UTILITY CONTACTS

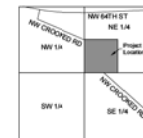
City of Parkville
CPWSD #1 of Platte County
Platte County Regional Sewer District
Spiral Energy
Evergy
Platte City Electric
Century Link
Unite Private Networks
Time Warner Cable
Missouri One Call
AT&T
Comcast
Missouri State Highway Department
Park Hill School District

(816) 741-7076
(816) 891-3457
(816) 858-2052
(800) 562-0000
(800) 544-4852
(816) 807-7502
(816) 243-8642
(816) 903-9400
(816) 431-5616
(800) DIG-RITE
(800) 464-7928
(816) 891-3457
(816) 822-6500
(816) 359-5000

Sheet Number	Sheet Title
C01	Title Sheet
C02	Preliminary Plat
C03	Existing Conditions
C04	General Layout
C05	Grading Plan
C06	Development Plan
C07	Utility Plan
C08	Auto Turn Plan

Consultant/Applicant:
Renaissance Infrastructure Consulting
1915 McBee Street
Kansas City, MO 64108

Aplicant:
Genesis Companies
Todd Kobayashi
4420 Madison Ave, Ste 104
Kansas City, MO 64111
todd@builtbygenesis.com



LOCATION MAP
SECTION 27-T51N-R34W
June 11, 2007



Preliminary Development Plans

21-0107
Plate 38

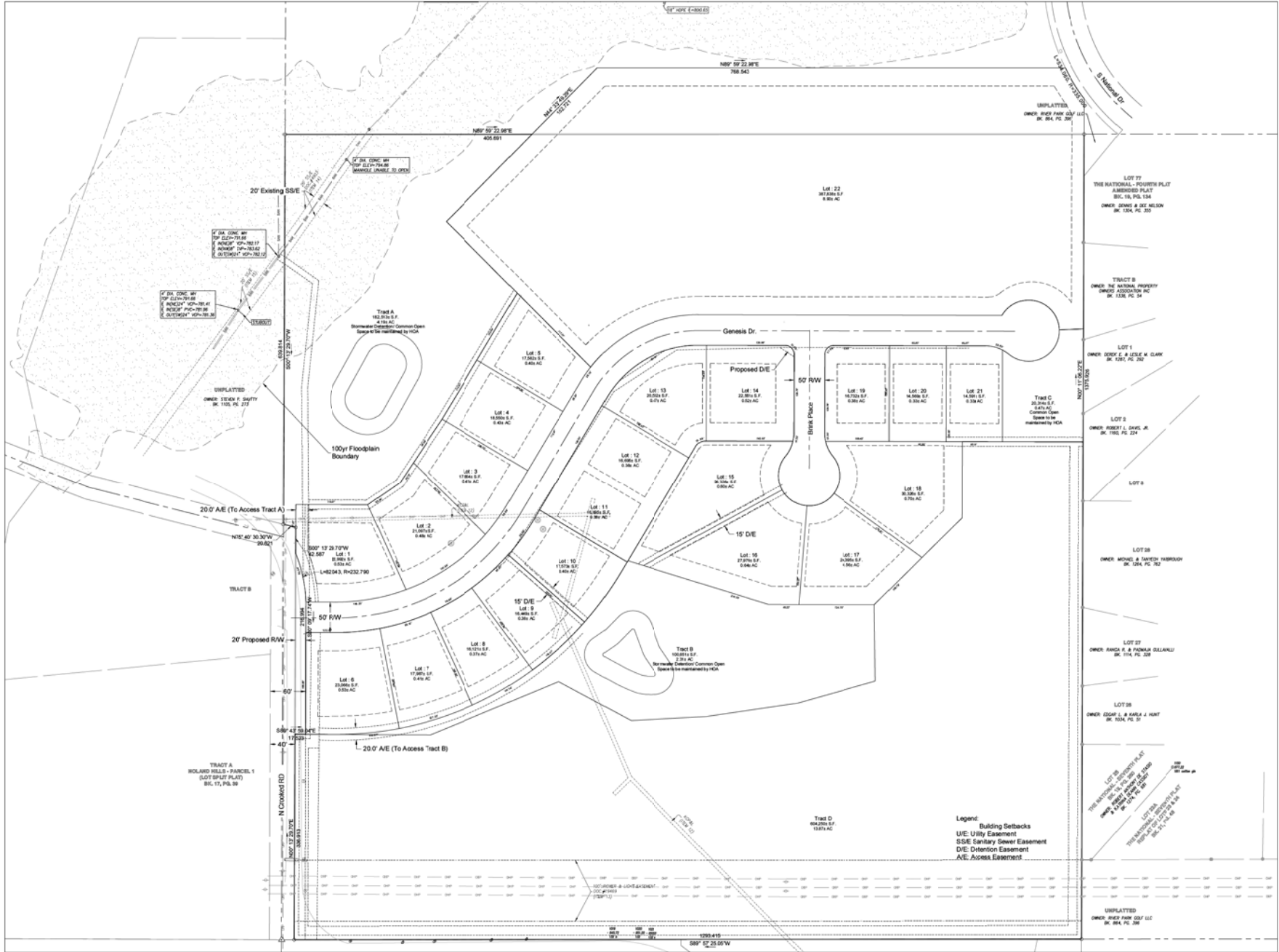
City Of Parkville, Platte County, MO

Title Sheet



Sheet
C01

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Preliminary Development Plans

21-0107
Plate 38
City of Parkville, Platte County, MO

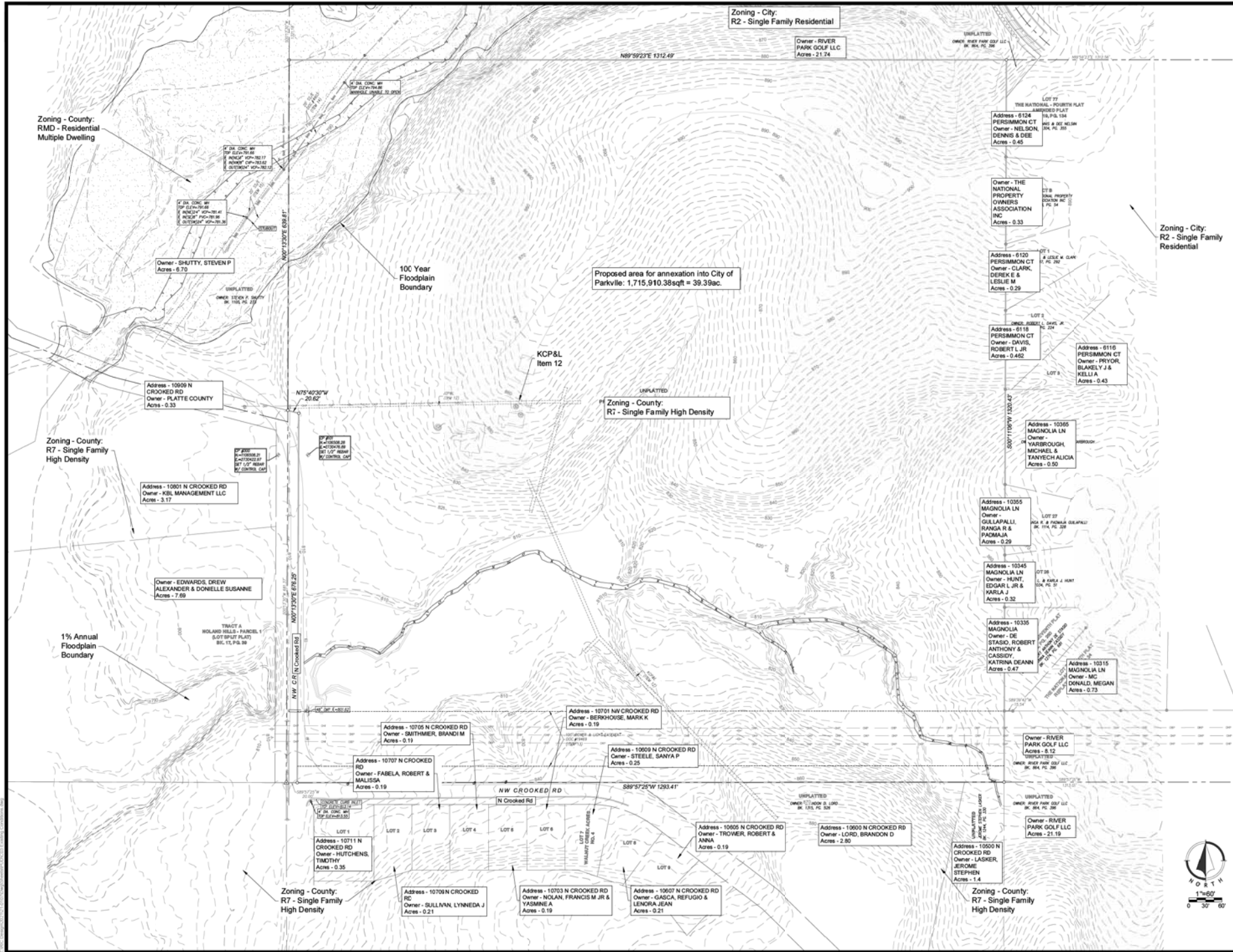
Preliminary Plat

NO.	DATE	REVISION
1	12/27/2021	Initial
2	12/27/2021	Revised
3	12/27/2021	Revised
4	12/27/2021	Revised
5	12/27/2021	Revised
6	12/27/2021	Revised
7	12/27/2021	Revised
8	12/27/2021	Revised
9	12/27/2021	Revised
10	12/27/2021	Revised
11	12/27/2021	Revised
12	12/27/2021	Revised
13	12/27/2021	Revised
14	12/27/2021	Revised
15	12/27/2021	Revised
16	12/27/2021	Revised
17	12/27/2021	Revised
18	12/27/2021	Revised
19	12/27/2021	Revised
20	12/27/2021	Revised
21	12/27/2021	Revised
22	12/27/2021	Revised

Prepared by: JG
Checked by: JG
Date: 12/27/2021

Renaissance Infrastructure Consulting
132 S. 1st St., Suite 200
St. Louis, MO 63102
Phone: (314) 241-1111
Fax: (314) 241-1112
www.riiconsulting.com

Sheet
C02



Preliminary Development Plans

21-0107
Plate 38

City of Parkville, Platte County, MO

Existing Conditions

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Renaissance Infrastructure Consulting

132 West 8th Street
St. Louis, MO 63101
www.ri-consulting.com

Sheet
C03



Note:
This Title IV -
Development Code, Section 407.050,
Subsection 1, a Macro Storm Water
Drainage
Study for Platte 38, City of Parkville,
Missouri (prepared by Renaissance
Infrastructure Consulting, dated April 2021) has been
submitted to the City of Parkville's
Public Works
Department for review and approval."

Zoning -
RMD -

Zoning - County:
R7 - Single Family High Density

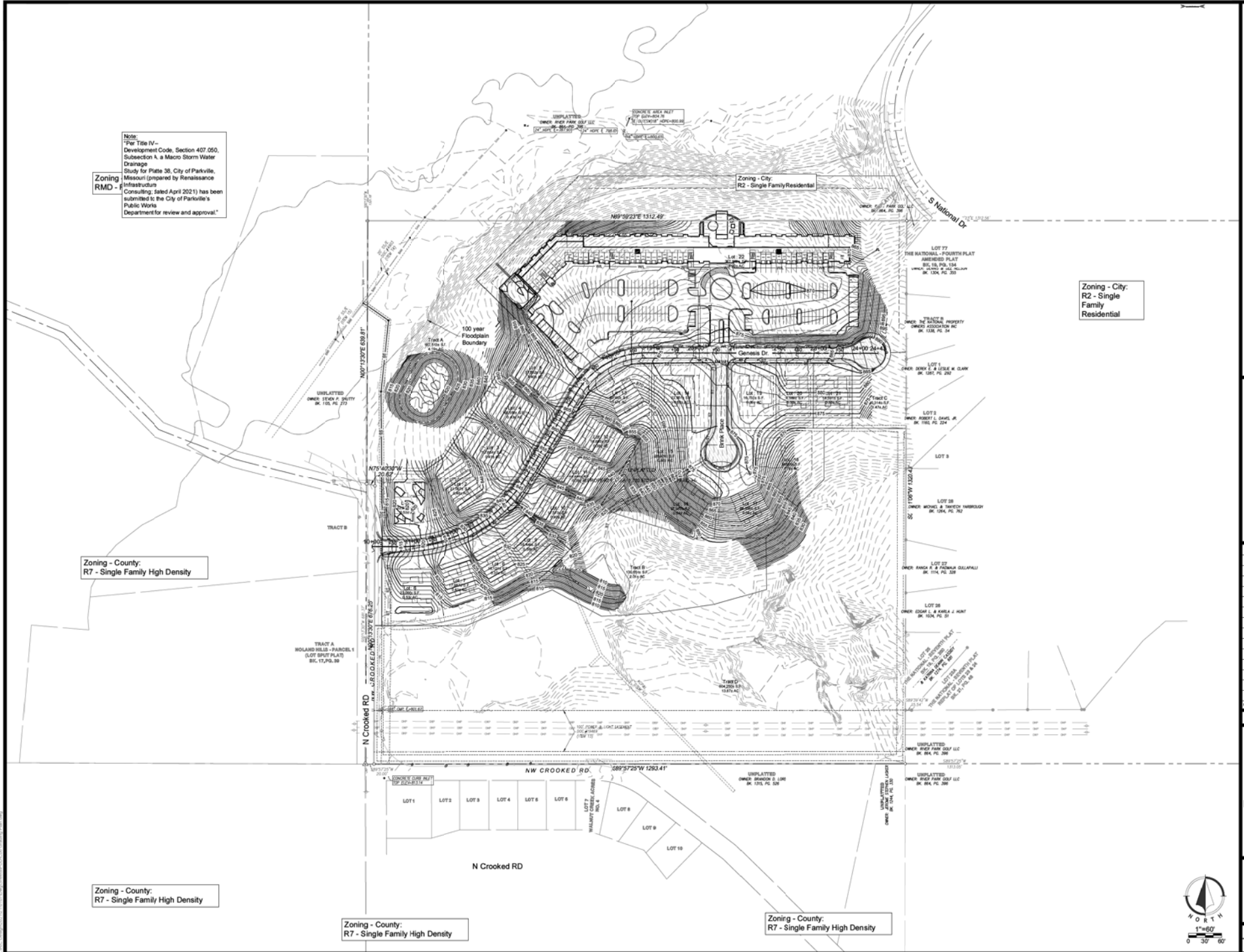
Zoning - County:
R7 - Single Family High Density

Zoning - County:
R7 - Single Family High Density

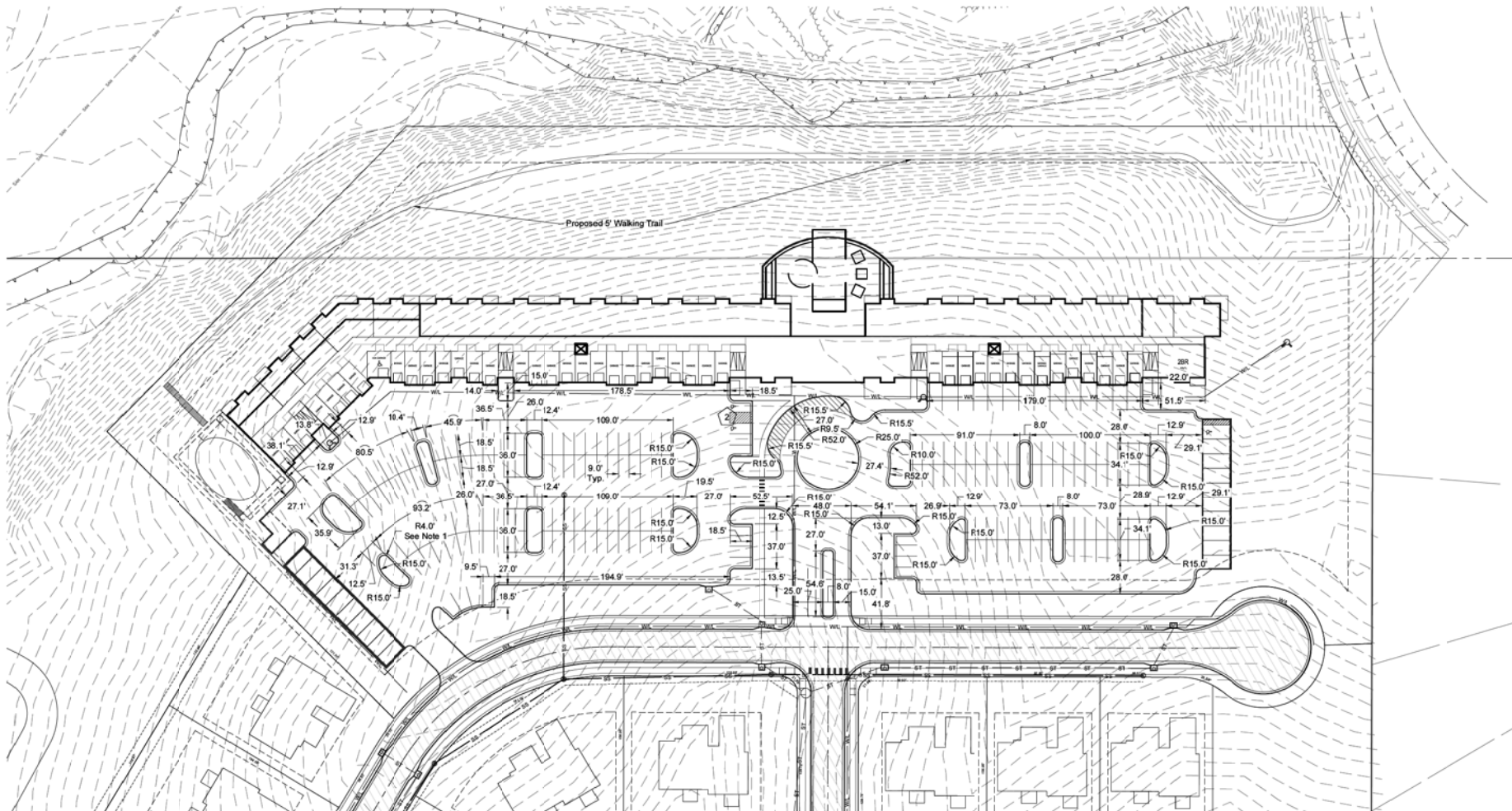
Zoning - County:
R7 - Single Family High Density

Zoning - City:
R2 - Single Family Residential

Zoning - City:
R2 - Single
Family
Residential



Aug 02, 2024 7:23am
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Hatch Legend

- Concrete Surface
- Asphalt Pavement
- Sidewalk

NOTES

1. Parking Islands Back of Curb Radius Shall Be 4'-0" Unless Shown Otherwise, See Plan.

Parking Count Legend:

- 9' x 15' Parking Stall Count
- ADA Parking Stall Count



Sheet
C05

Preliminary Development Plans
21-0107
Plate 38
City Of Parkville, Platte County, MO

Apartment Site Plan

DATE	BY	CHKD	APP'D	REVISION
08/02/2024	JWHE	JWHE	JWHE	01
08/02/2024	JWHE	JWHE	JWHE	02
08/02/2024	JWHE	JWHE	JWHE	03
08/02/2024	JWHE	JWHE	JWHE	04
08/02/2024	JWHE	JWHE	JWHE	05
08/02/2024	JWHE	JWHE	JWHE	06
08/02/2024	JWHE	JWHE	JWHE	07
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08/02/2024	JWHE	JWHE	JWHE	97
08/02/2024	JWHE	JWHE	JWHE	98
08/02/2024	JWHE	JWHE	JWHE	99
08/02/2024	JWHE	JWHE	JWHE	100

Renaissance Infrastructure Consulting
814.802.0900
1815 Project Street, Suite 200
Kansas City, Missouri 64108
www.ri-consultants.com
E-2010030303
MO Certificate of Authority

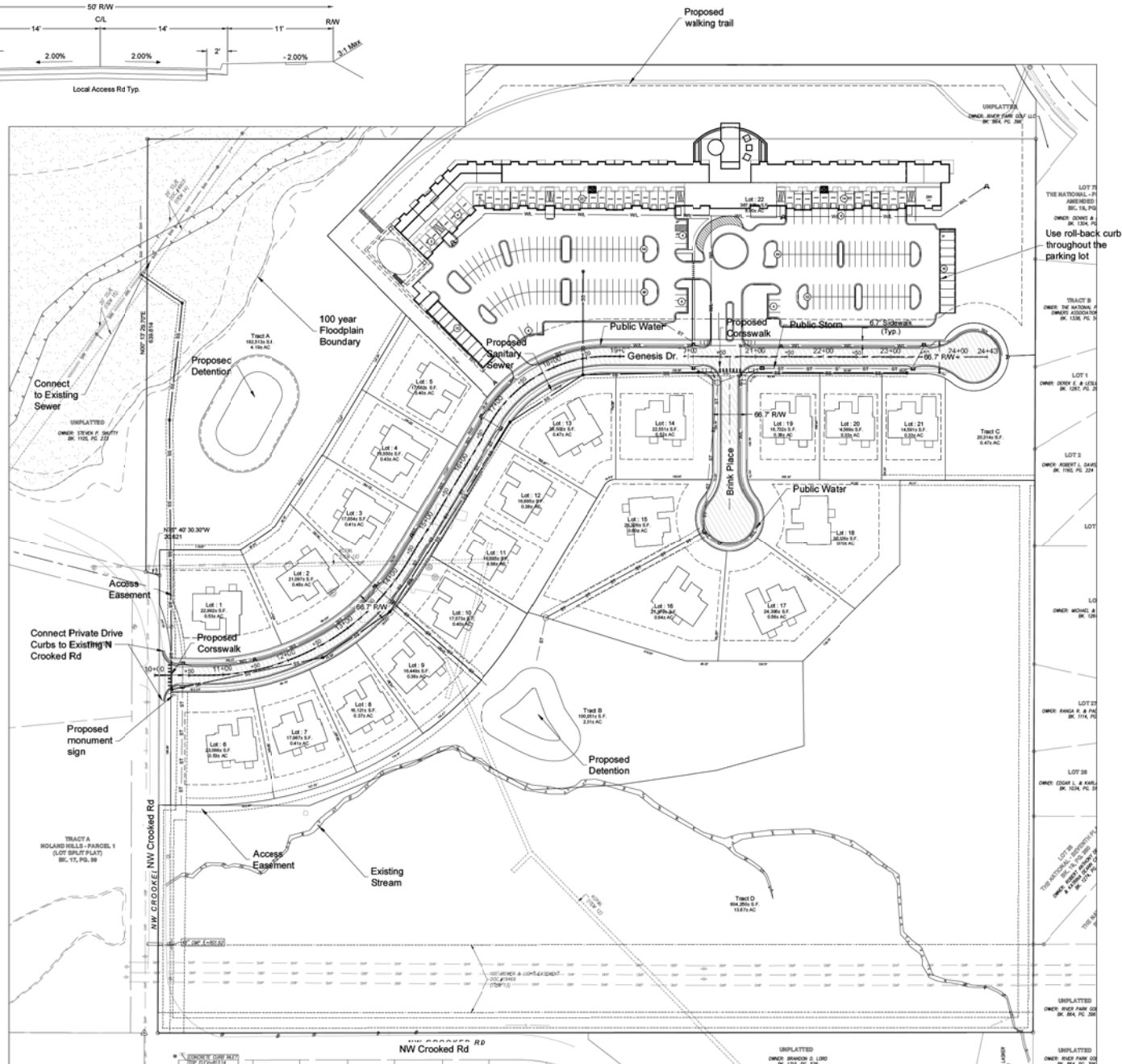
Site Data Table:

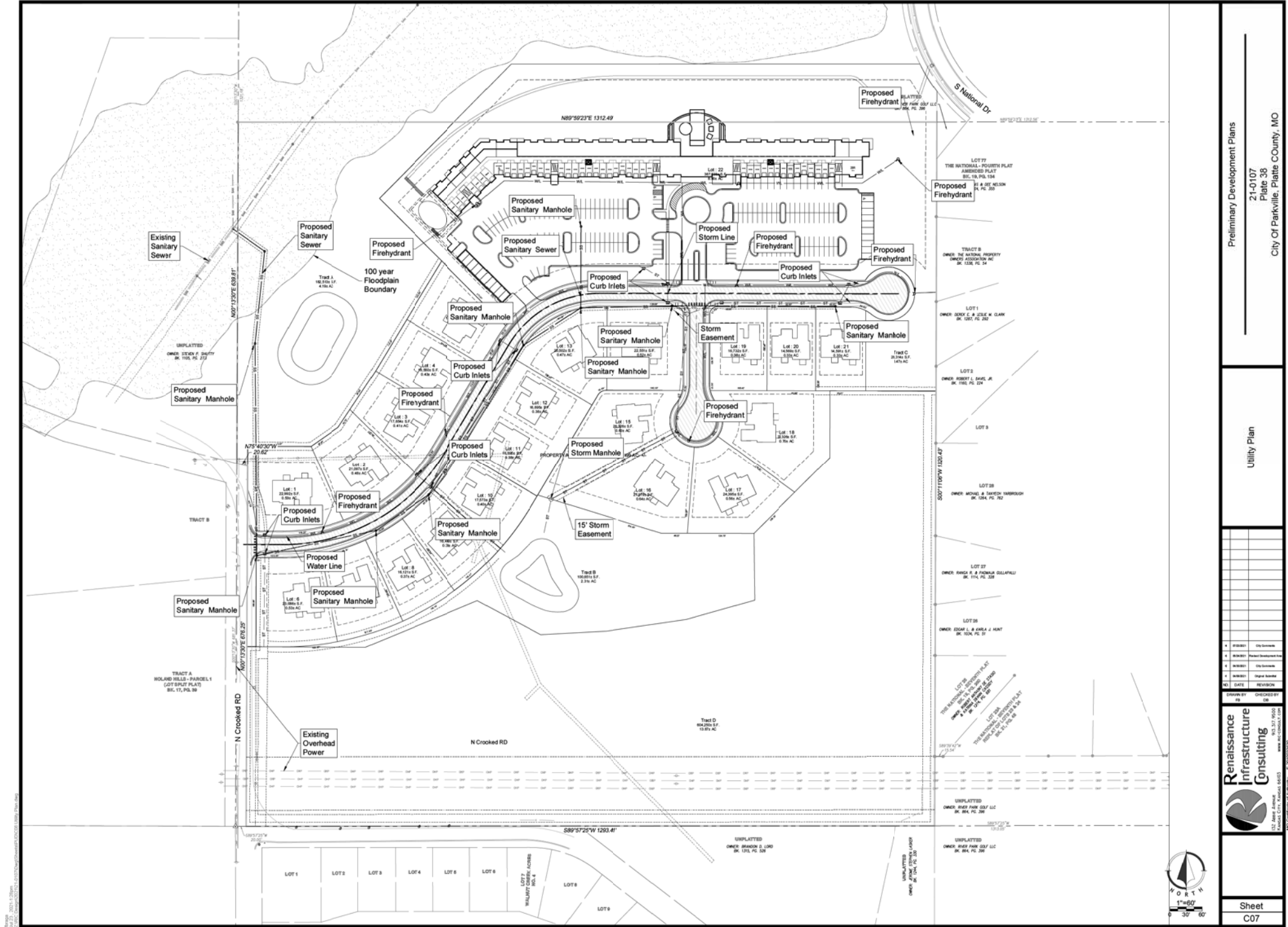
Existing zoning: RMD/R7 (County Land)
 Proposed Zoning: R-5-P and R-4-P
 Total Area: 41.50 Acres
 Open Area: 20.98 Acres
 New RW: 2.30 Acres
 Density: 4.86 Units/Acre (Dwelling unit/Total area)
 Duplexes: 21-42 Residential Units
 Apartments: 200 Units
 Duplex Lots (R-4-P)
 Area: 19.28 Ac
 No of Lots: 21
 Setbacks:
 Front: 10ft to 35ft
 Rear: 25ft
 Side: 5ft
 Minimum Lot size: (16,120 sf = 0.37Ac)
 Max lot coverage: 40%

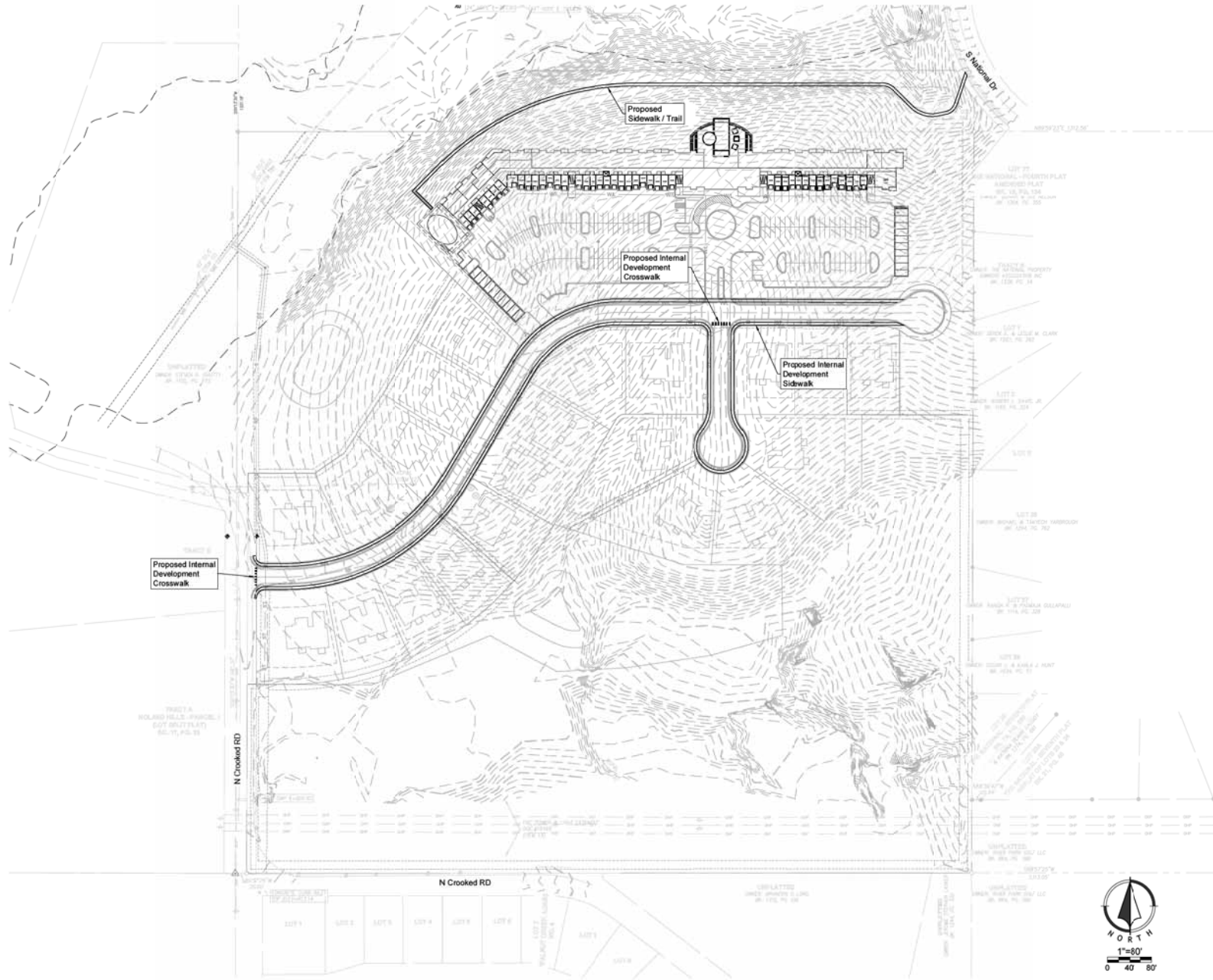
Apartment Lot (R-5-P)
 Area: 8.90 Ac
 Setbacks:
 Front: 30ft
 Rear: 20ft
 Side: 20ft
 Gross Floor Area: 51,000sqft
 Total Dwelling Units: 158
 Parking Stalls Required: 1.5 per DU = 237 stalls
 Parking Provided: 267 Stalls

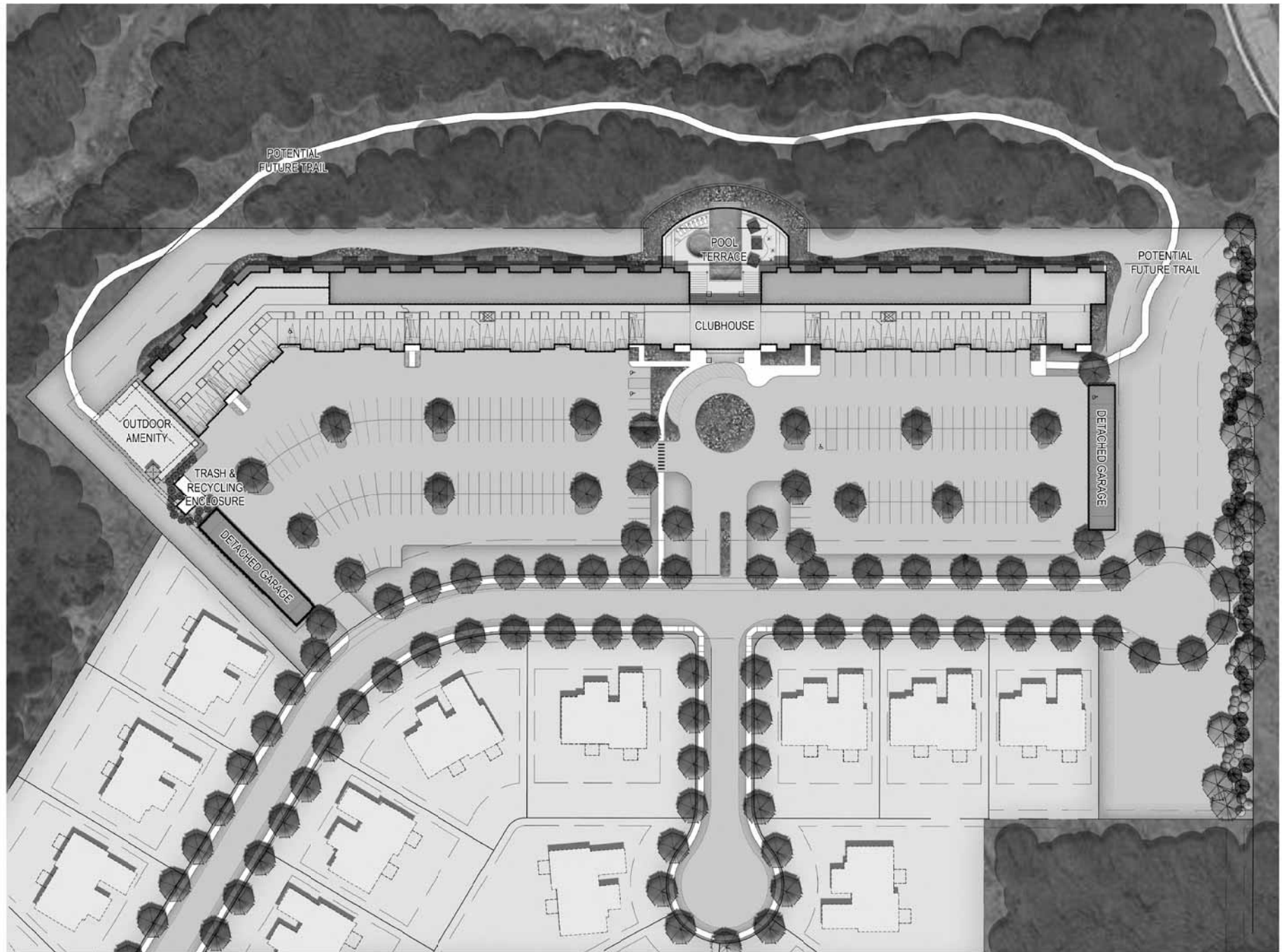
Tract Description:
 Tract A
 - Reserved for common open space & stormwater detention area.
 Tract B
 - Reserved for common open space & stormwater detention area.
 Tract C
 - Reserved for common open space & landscaping to serve as a buffer between the development and the adjacent residential neighborhood to the east area.
 Tract D
 - Reserved for common open space.

Lot #	Area (sf)	Lot #	Area (sf)	Lot #	Area (sf)
1	22,961.76	8	16,103.98	15	26,325.64
2	21,095.96	9	16,468.98	16	27,918.77
3	17,653.69	10	17,572.74	17	24,394.80
4	18,549.61	11	16,895.00	18	30,326.43
5	17,682.04	12	16,895.00	19	16,731.70
6	23,065.66	13	26,502.27	20	14,596.24
7	17,896.93	14	22,951.22	21	14,591.08









A NEW DEVELOPMENT FOR:
NATIONAL MULTI-FAMILY
 PARKVILLE, MISSOURI

DRAWING RELEASE LOG

- 04/26/2021 - PDP SUBMITTAL
- 05/10/2021 - PDP SUBMITTAL
- 07/23/2021 - PDP SUBMITTAL

REVISIONS

DATE
 07/23/2021
 JOB NO.
 687321
 DRAWN BY:

SHEET NO.

SITE PLAN
 1" = 32'-0"



PRELIMINARY DEVELOPMENT PLAN

SP1.00



3 BUILDING ELEVATION
NORTH ELEVATION
1/8" = 1'-0"



2 BUILDING ELEVATION
TWIN VILLAS - FRONT ELEVATION
1/8" = 1'-0"



1 BUILDING ELEVATION
ENLARGED EAST ELEVATION
1/8" = 1'-0"



2 BUILDING ELEVATION
ENLARGED NORTH ELEVATION
1/8" = 1'-0"



1 BUILDING ELEVATION
ENLARGED NORTH ELEVATION
1/8" = 1'-0"



Parkville Senior Development

Project Site Plan



Platte 38

City of Parkville, Platte County, Missouri

- Removed road access to S. National Drive
- Reduced number of units in larger buildings from 200 to 158 and overall units from 242 to 200
- Additional tree barrier for homes on Persimmon
- No impact for homes on Magnolia
- Single access from Crooked Road
- Added a walking trail along the cliff by the golf course
- Plan is otherwise the same as previous

Where We Started

- Initial layouts for the project had 4 larger buildings, 25 small lots, and for-rent product
- New design has 2 larger buildings and 21 duplex units for a total of 200 units, much less density
- New design no longer connects to S. National Drive, has a larger tree buffer to the East, and does not develop in the SE corner of the property



Neighborhood Concerns

We heard 6 main neighborhood concerns

- Potential for traffic in South National neighborhood:
- Desire for South National residents to avoid cut through traffic from Crooked Rd.
- Concern about density of the development:
- Height of the larger buildings
- Concern about homes close to the South National Drive entrance:
- Desire to avoid apartments being developed

Developer Adjustments to the Community

- Eliminated the road connection to S. National Drive which eliminates cut through traffic and overall traffic concerns
- Reduced density of the project from 246 units to 200 units. Could be less depending on final size of each condominium unit
- Reduced height of the buildings to only ~ 4 feet above current zoning requirement
- Added an additional tree buffer for homes on Persimmon with road removal
- All for-sale product is planned

Parkville Senior Development

Clint Evans



NSPJ Site Approach



- The location, configuration and elevation of the building footprints are primarily tailored to work with the natural grade of the hillside.
- The arrival experience for the multi-family building is enhanced to that of a resort.
- The development boasts a full and inclusive amenity package expected of a Class 'A' product.
- Features, amenities & multiple product types provide for full-access of multi-generational living.

Multi-Family Building 2D Elevations



② BUILDING ELEVATION
ENLARGED NORTH ELEVATION
1/8" = 1'-0"



③ BUILDING ELEVATION
NORTH ELEVATION
1/8" = 1'-0"

- The Multi-Family building is broken down into multiple, smaller buildings.
- Each, smaller portion of the overall building endeavors to bring roof lines down, masonry datums up and the massing is here again broken down into a smaller scale.
- The building largely reads like 3.5-Story's from the North

Multi-Family Building 3D Image



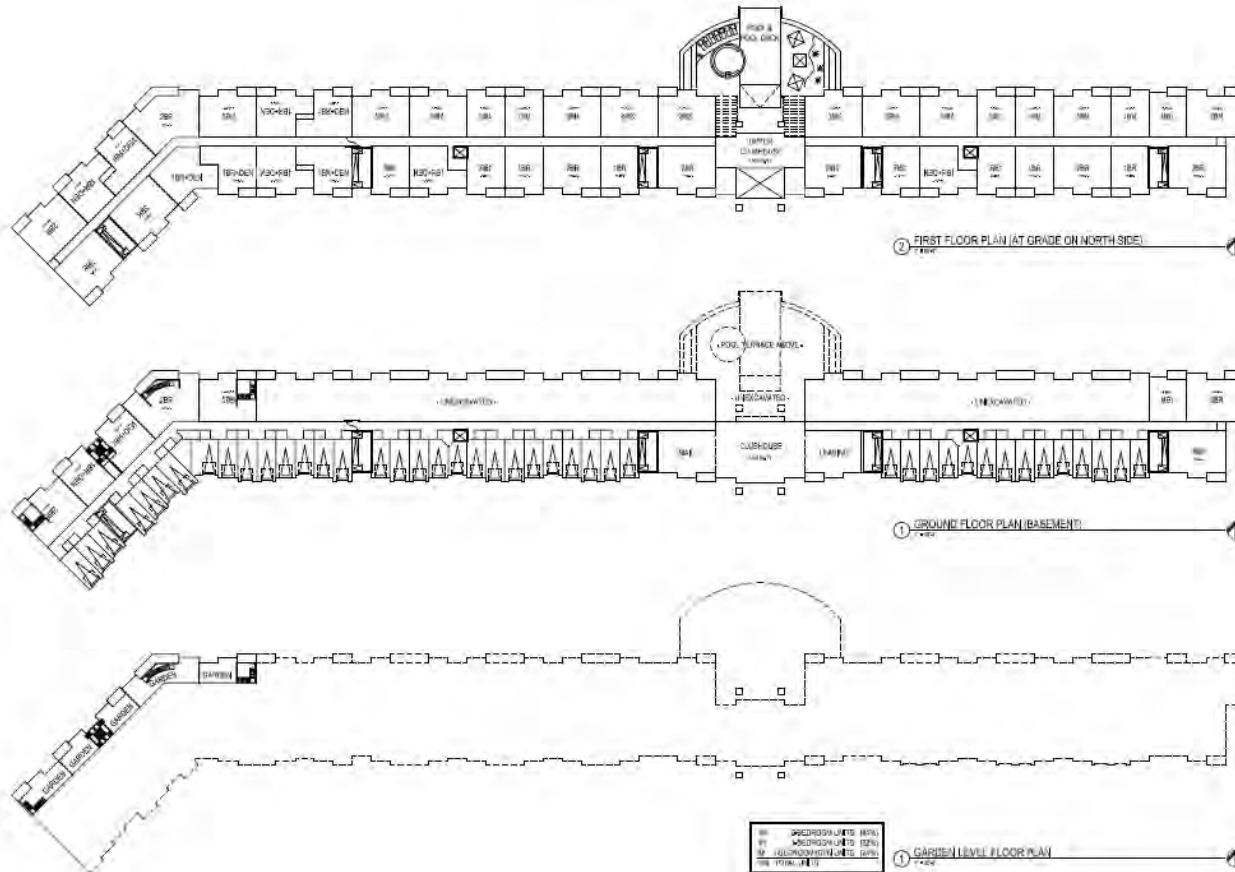
PERSPECTIVE VIEW LOOKING SOUTHWEST

NATIONAL MULTI-FAMILY PARKVILLE, MISSOURI

DATE: 10/01/2021
BY: NSPJ-001



Condominium Building Floor Plans



NSPJ BUILDING PLANS
ARCHITECTS NATIONAL MULTI-FAMILY PARKVILLE, MISSOURI

- The location, configuration and elevation of the building footprints are primarily tailored to work with the natural grade of the hillside.

Design Inspiration



INSPIRATION IMAGES

NATIONAL MULTI-FAMILY

PARKVILLE, MISSOURI

687321 2021.07.21
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Design Inspiration



 **NSPJ** ARCHITECTS
INSPIRATION IMAGES
NATIONAL MULTI-FAMILY PARKVILLE, MISSOURI

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Duplex Buildings

- Duplexes/Condominiums are anticipated to be of complementary quality for materials and costs as existing South National area
- Duplexes are intended to be similar to Limestone Road development
- Condominium building to have balconies and high-end interior finishes as well as attached garages
- The neighborhood will have its own amenities
 - Full Access Pool & Amenities
 - Senior oriented fitness
 - Spaces for physical therapy
 - Garages available for all product types



HOME



Senior Amenities

The goal of the development is to help seniors stay independent and out of assisted living facilities

- Senior oriented fitness facility
- Physical therapy space to help tenants rehabilitating injuries
- Third party nursing space available to help seniors with testing/medication/checking in on residents
- Pool for the development
- Garages and carports available
- Golf cart accessibility

Summary

We have adjusted our initial plans for the land in following ways:

- The need for Senior Living in Parkville is growing as Baby Boomers are entering the 70+ years of their lives. This project will great help the Parkville community retain residents in the next 10 years
- Greatly reduced the density of the initial plan from 9 units/acre down to 6.4 units/acre
- The project is a planned 55+ community with “for-sale” product
- We have eliminated the connection to South National Drive to address neighborhood traffic concerns, cut through traffic concerns, and concerns about headlights into the home across from the South National Dr. entrance
- We added to the natural tree buffer in our plan for the homes on the eastern part of the property
- Development will add to value of existing homes given price point of product



Staff Analysis

Agenda Item: 4.A; 4.B

Proposal: Application for Zoning Map Amendment and Application for Preliminary Development Plan for Platte 38, a planned residential development consisting of an apartment/condominium building and duplexes on 38.24 acres, more or less, generally located to the north of Walnut Creek Acres No 4 subdivision, to the south of The Deuce at The National Golf Club of Kansas City, and to the west of The National 7th subdivision between N Crooked Rd and S National Dr. in Unincorporated Platte County, MO 64152.

Staff Recommendation: Neither approval nor denial; deferment to the discretion of the Planning and Zoning Commission (subject to conditions)

Case No: PZ 2021-13; PZ 2021-14

Applicant: Todd Kobayashi, Genesis Companies

Owners: Todd Kobayashi, Parkville 38, LLC

Location: Generally located to the north of Walnut Creek Acres No 4 subdivision, to the south of The Deuce at The National Golf Club of Kansas City, and to the west of The National 7th subdivision between N Crooked Rd and S National Dr. in Unincorporated Platte County, MO 64152

Zoning: Existing: Platte County "RMD" Residential Multiple Dwelling and "R-7" Single-Family High Density

Proposed: "R-5-P" Multi-Family Residential and "R-4-P" Mixed-Density Residential

Parcel #s: A portion of Platte County parcel #20-8.0-27-100-002-006.000 (38.24 acres, more or less)

Exhibits:

- A. This Staff Analysis
- B. Application for Zoning Map Amendment (Case No. PZ 2021-13)
- C. Application for Preliminary Development Plan (Case No. PZ 2021-14)
- D. Subject Area Property Map
- E. Platte 38 – Preliminary Development Plans (prepared by Renaissance Infrastructure Consulting; dated May 24, 2021)
 - 1. Sheet C01 (Title Sheet)
 - 2. Sheet C02 (Preliminary Plat)
 - 3. Sheet C03 (Existing Conditions)
 - 4. Sheet C04 (General Layout)

5. Sheet C05 (Grading Plan)
 6. Sheet C05 (Apartment Site Plan)
 7. Sheet C06 (Development Plan)
 8. Sheet C07 (Utility Plan)
 9. Sheet C08 (AutoTurn Plan)
 10. Sheet C09 (Pedestrian Plan)
 11. Sheet SP1.00 (Site Plan)
 12. Sheet L1.00 (Tree Landscape Plan)
 13. (Overall Building Elevations)
 14. (North Building Elevation)
 15. (Perspective View Looking Southwest)
- F. Parkville Senior Development at The National presentation
- G. Summary of HOA and Public Meeting Questions
- H. City of Parkville staff review comments (prepared by Stephen Lachky; dated April 20, 2021)
- I. Applicant response letter to staff review comments (prepared by Felipe Braga, IE, Design Engineer, Renaissance Infrastructure Consulting; dated April 30, 2021)
- J. Platte 38 Traffic Impact Study Report – On-Call Traffic Engineering Review (prepared by David J. Mennenga, P.E., PTOE, George Butler Associates, Inc.; dated April 28, 2021)
- K. E-mail correspondence – RE: Updated Traffic Study (prepared by David J. Mennenga, P.E., PTOE, George Butler Associates, Inc.; dated August 3, 2021)
- L. Preliminary Review for Platte 38 Site (prepared by Sarah Beers, P.E., VSM Engineering, LLC; dated April 29, 2021)
- M. South National Crime Stats (prepared by Kevin Chrisman, Chief of Police, Parkville Police Department; dated April 26, 2021)
- N. Utility Provider Verification Correspondence
1. Spire Energy (Chris Collins, Area-Manager, Construction Engineering; dated April 16, 2021)
 2. Platte County Regional Sewer District (Dan Koch, Executive Director; dated April 20, 2021)
 3. Missouri American Water (Roger Sparks, Project Manager; dated April 21, 2021)
 4. Platte County Planning and Zoning (Jason Halterman, Assistant Director; dated April 29, 2021)
 5. Missouri Department of Transportation (Melissa Roberts, Traffic Specialist; dated May 5, 2021)
 6. Parkville Special Road District (Brett A. Cox, P.E., Project Manager, Renaissance Infrastructure Consulting; dated May 7, 2021)
 7. Evergy (Melissa Feltes, General Design Technician; dated June 10, 2021)
- O. Public Comments
1. E-mail – Nikki Fisher (6126 S National Dr., Parkville, MO)
 2. E-mail – Jerry Felker (6215 Brassie Ln, Parkville, MO)
 3. E-mail – Jordan Frost (6202 S National Dr., Parkville, MO)
 4. E-mail – Ray Miller (10210 Magnolia Lane, Parkville, MO)
 5. E-mail – Christopher Fisher (1200 Main St., Kansas City, MO)

6. E-mail – Sam and Vickie Stewart (6170 Lime Stone Court, Parkville, MO)
 7. E-mail – Shawn Frost (6202 S National Dr., Parkville, MO)
 8. E-mail – Brandi Whitaker (6210 Brassie Ln, Parkville, MO)
 9. E-mail – Leslie Clark (6120 Persimmon Ct, Parkville, MO)
 10. E-mail – Hilary Murray (6207 Brassie Ln, Parkville, MO)
 11. E-mail – Robert Davis (6118 Persimmon Ct., Parkville, MO)
 12. E-mail – Brad and Jenny Hemmer (6124 S National Dr., Parkville, MO)
 13. E-mail – Jeremiah Kelliher (6436 N National Dr., Parkville, MO)
 14. E-mail – Bob Wallace (10205 Magnolia Ln and 6524 Claret Ct., Parkville, MO)
 15. Signed Petition Against the Platte 38 Development
 16. Letter – David Dockhorn (6773 N National Dr., Parkville, MO)
 17. Letter – John Huke (6320 Lakecrest Ln, Parkville, MO)
 18. E-mail – Michael DiBernardo (10240 Magnolia Ln, Parkville, MO)
 19. Letter – Caleb Buland (6757 N National Dr, Parkville, MO)
 20. E-mail – Jerry Felker (6215 Brassie Ln, Parkville, MO)
- P. Additional exhibits as may be presented at the public hearing

By Reference:

- A. Parkville Municipal Code, Title IV – Development Code in its entirety (<https://www.ecode360.com/PA3395-DIV-05>)
 1. Section 403.030 Zoning Map Amendment
 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
 7. Appendix B. Great Trees for the Kansas City Region
- B. Parkville Master Plan (<http://parkvillemo.gov/departments/community-development-department/master-plan/>)
- C. Notice of Public Hearing mailed certified mail to owners within 185 ft. of the subject property
- D. Hearing notice published in The Platte County Citizen newspaper on April 21, 2021
- E. Hearing notice published on the Parkville City webpage (<http://parkvillemo.gov/government/public-hearings/>)
- F. Planning and Zoning Commission (February 9, 2021) Special Workshop Agenda
- G. Planning and Zoning Commission (February 9, 2021) Special Workshop Video Recording (<https://vimeo.com/532352965>)
- H. Macro Storm Water Drainage Study, Platte 38, City of Parkville, Missouri (prepared by Renaissance Infrastructure Consulting; dated April 2021)
- I. Traffic Impact Study, Parkville Multifamily (prepared by Janelle Clayton, PE, PTOE, Merge Midwest Engineering; dated April 7, 2021)
- J. Parkville Multifamily Traffic Impact Study Alternate Access (Inbound Only at S National Drive) Parkville, MO (prepared by Janelle Clayton, PE, PTOE, Merge Midwest Engineering; dated May 10, 2021)

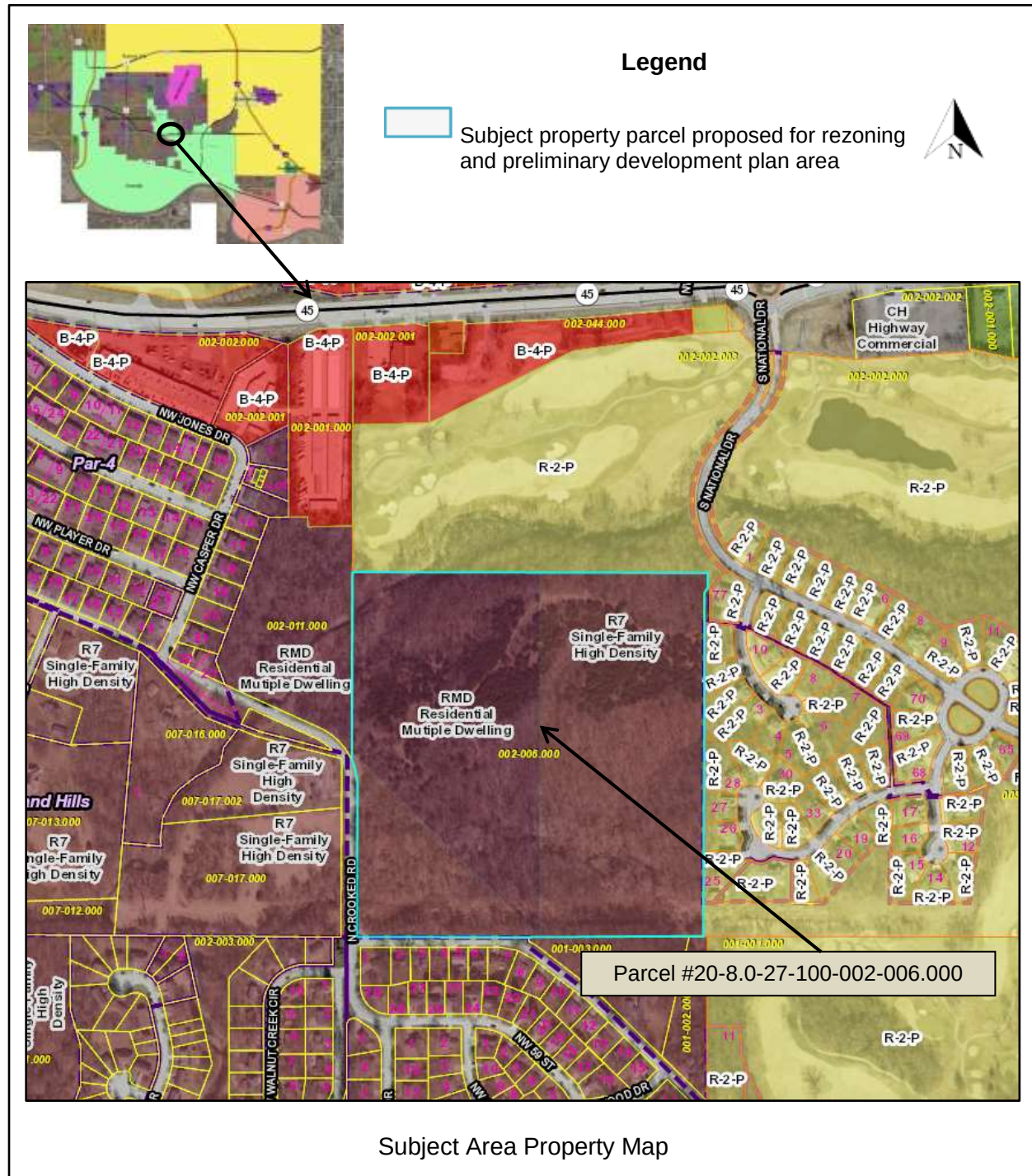
- K. Professional Resume – Stephen Lachky, Community Development Director
- L. Professional Resume – Alysén Abel, Public Works Director

Comments

Received: The Community Development Department received 20 public comments pertaining to the Platte 38 planned residential development proposal (see Exhibits O.1-O.20).

Overview

The applications propose rezoning and re-platting the subject property to accommodate Platte 38, a planned residential development consisting of an apartment/condominium building and 21 lots for duplexes. The development includes internal circulation, private drives and parking, and access off of N Crooked Rd in Unincorporated Platte County, MO 64152.



The applications propose re-platting the subject property and creating internal circulation, public streets, private drives, and access off of N Crooked Rd to serve the development. The subject property is currently undeveloped and vacant.

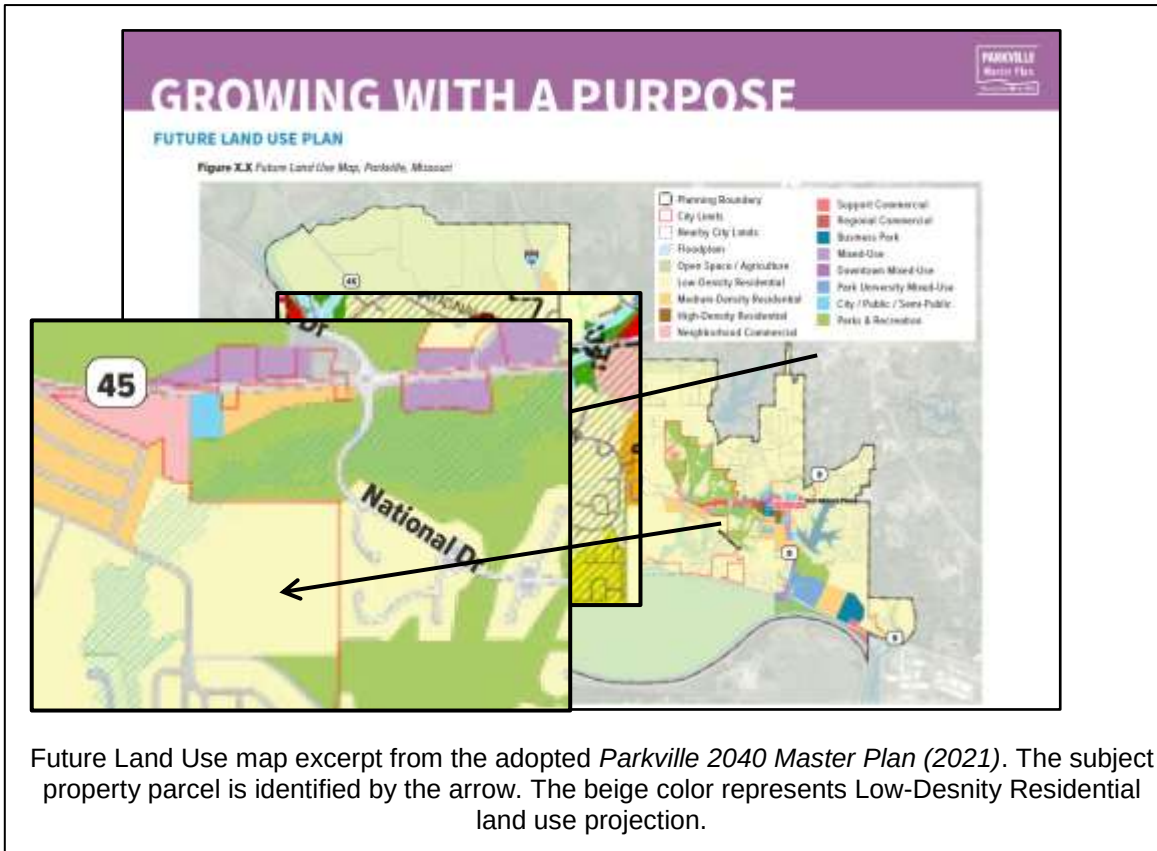
These applications have been reviewed against the City of Parkville's Development Code, including the applicable general requirements in Table 403-1, Section 403.010, Section 403.030, Section 403.040, and Section 403.050. Per these requirements, notice of the public hearing has been published in a newspaper in general circulation in the City, The Platte County Citizen newspaper on April 21, 2021; a sign announcing the time, place and nature of the public hearing was placed on the subject property within view from public right of way; and mailed notice via certified mail was provided to all property owners within 185 ft. of the subject properties. Furthermore, at each public hearing when the Planning and Zoning Commission's action was recommendation of postponement of both applications to the next regular meeting of the Planning and Zoning Commission, the date & time of said continued hearing was announced.

Review and Analysis

The applications have been reviewed against the Parkville Municipal Code, including the applicable "R-5-P" and "R-4-P" zoning district regulations, the adopted *Parkville 2040 Master Plan (2021)* and its Future Land Use Map. Parkville Municipal Code, Section 403.030, Subsection B. provides review criteria for how the Planning and Zoning Commission shall determine if a zoning map amendment is appropriate. The following are staff's findings and conclusions.

- 1. The application is consistent with the Master Plan and any official plan or program developed under the guidance of the Master Plan, and in particular the relationship of land uses within the proposed district and relationship with uses existing or anticipated in surrounding districts.**

The *Parkville 2040 Master Plan (2021)* projects Low-Density Residential land use for the subject property. This use is primarily comprised of single-family residential detached, single-family residential bi-attached, single-family residential +1 accessory dwelling unit, civic uses, schools and churches. The *Parkville 2040 Master Plan (2021)* finds that one (1) to five (5) dwelling units per acre is appropriate for this typology.



It's important to understand that Future Land Use Map within the *Parkville 2040 Master Plan (2021)* are but one means of conveying future development projections; and are not intended to function alone or be the sole determinant for deciding whether or not a specific zoning district is appropriate or not. Table 405-1 of the Title IV – Development Code also states, “*Nothing in the table or plan would preclude the finding that a different application of the zoning districts is also consistent with the Future Land Use element of the Master Plan, or other more specific plans if the context of a specific application, and the goals, policies and strategies of the plan support that finding.*” For example, sections of the *Parkville 2040 Master Plan (2021)* state the importance of considering housing choice and diversity in land use decisions:

Parkville 2040 Master Plan (2021)

“Parkville’s housing stock today is primarily composed of single-family detached residential homes and neighborhoods... By diversifying the housing stock in Parkville, the community will be able to welcome more residents young and old who may not desire or be ready for home ownership. It will increase the availability of housing for Park University students. New families or households moving to Parkville will be able to find temporary transitional housing while they search for their permanent home. Likewise, housing choice will provide realistic options for lower-income households.”

“Housing choice helps build resiliency, especially in suburban communities. Typically, multifamily housing is a tax positive for communities compared to the service cost to benefit ratio of single-family, low density housing alone. It provides

options for people from all backgrounds, ages, and income levels. The quality of multifamily housing can be managed through the use of design standards that call for high quality building materials, durability and quality site design.”

2. The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; the zoning of property and compatibility of potential future uses; and the operation and uses of land and buildings.

To the north of the subject property is golf course hole #8 of The Deuce at The National Golf Club of Kansas City. To the south of the subject property (across from N Crooked Rd) is the Walnut Creek Acres No. 4 subdivision in Unincorporated Platte County (zoned Platte County “R-7” Single-Family High Density) and consisting of single-family detached homes. Immediately adjacent to the east are single-family detached homes in The National 7th subdivision (zoned City of Parkville “R-2-P” Single-Family Residential). And to the west (across from N Crooked Rd) is the Talented Tots Learning Center (10801 N Crooked Rd) and The Links At Parkville multi-family apartments in the Par-4 subdivision in Unincorporated Platte County (zoned Platte County “RMD” Residential Multiple Dwelling). Based on the character of existing uses and their proximity to the subject property area — including existing topography, vegetation, and property size — staff finds:

- The proposed “R-4-P” Mixed-Density Residential district appropriate and compatible to the character of the surrounding neighborhoods.
- The proposed “R-5-P” Multi-Family Residential district compatible with the existing Platte County “RMD” Residential Multiple Dwelling zoning on the subject property, as well as on subject properties to the west; however, the “R-5-P” zoning may not be compatible with character of the surrounding neighborhood to the adjacent east, The National 7th subdivision.

3. The application furthers the intent of the proposed zoning district and supports that of any abutting zoning districts, and in particular the building form, site design, and other development patterns and urban design aspects of the proposed project in furthering the intent.

In conjunction with the proposed preliminary development plan (Case No. PZ 2021-14), the application for zoning map amendment furthers the intent of accommodating a planned residential development consisting of apartment/condominium and duplex uses. Specifically, the rezoning would support the Platte 38 development.

4. Compliance of any proposed development with the requirements of the development code, and the intent or design objectives associated with any specific standards.

The application for zoning map amendment is proposed in conjunction with preliminary development plans (Case No. PZ 2021-14). The “R-4-P” Mixed-Density Residential district provides residential living in a medium-density neighborhood setting and compact, walkable character. The district provides primarily detached houses and integrates a range of small-scale, civic and multi-unit building types at strategic locations. This district should have strong connections to a broad range of amenities, retail needs and support services to promote walkable patterns. The “R-5-P” Multi-Family Residential district provides residential living in a higher density pattern in planned apartment complexes or other large-scale multi-dwelling building formats. The uses and buildings provide a transition between neighborhoods and more intense uses,

where a concentration of residences have high level of accessibility to public amenities and support services.

5. The ability of the City or other government agencies to provide any services, facilities or programs that might be required if the application were approved.

The proposed rezoning does not appear to significantly impact the ability for the City or other governmental agencies to respond with public and emergency services; this includes police, fire and the ability to maintain the peace. Staff reached out to local utility providers — electricity, natural gas, water, sanitary sewer — as well as the Southern Platte Fire Protection District (SPFPD), Missouri Department of Transportation (MoDOT) and Park Hill School District (PHSD), Platte County Planning and Zoning Department, and Parkville Special Roads District. See Exhibits N.1-N.7 for more information. Additionally, staff coordinated with Dean Cull, SPFPD Fire Marshall, who has reviewed the preliminary development plans to determine if adequate fire protection can be provided.

6. The effect of approval on the condition or value of property in the city or in the vicinity including the likelihood of surrounding areas to be developed in accordance with the Master Plan.

Currently the total assessed valuation of the 38.24 acre (more or less) subject property is \$1,035. Per Platte County Collector's Office tax records, Platte County collected a total of \$80.22 in taxes for the year 2020. Approval of the zoning map amendment would substantially increase the value of the subject property parcels, as the parcels would be rezoned to a City of Parkville district and be permitted for the variety of residential uses allowed by the City's Title IV – Development Code. In turn, the rezoning would increase taxable assessments on the subject property once developed to the extent of the associated preliminary development plans.

7. The consistency of the application with other adopted policies of the City, including any other relevant implications of the change beyond any specific proposed project.

The application has been reviewed against the Parkville Municipal Code, including the applicable "R-4-P" and "R-5-P" zoning district regulations; as well as the adopted *Parkville 2040 Master Plan (2021)* and its Future Land Use Map. The "R-4-P" district can be consistent with both master plan's future land use projections, character of the existing surrounding neighborhoods, and uses permitted in said district. While the "R-5-P" district is not consistent with the both master plans' future land use projections (as detailed in review criteria #1 above), it can accomplish other goals & objectives within the plans such as the need for more housing choice and diversity within the community. Additionally, the associated preliminary development plan (Case No. PZ 2021-14) is considered a master planned development and can consider relevant implications to the proposed project.

8. The recommendations of professional staff or other technical reviews associated with the application.

Aside from staff's analysis and recommendations contained within the *Parkville 2040 Master Plan (2021)*, staff received technical assistance from the Parkville Police Department after receiving concerns from residents and adjacent property owners regarding existing crime in The South National neighborhoods and frequency of motor vehicle crashes already along S National Dr., as well as potential crime and motor

vehicle crashes that would result from the proposed Platte 38 development (Case No. PZ 2021-14).

Crime Statistics

The Parkville Police Department provided crime statistics for The South National neighborhoods from January 1, 2020 – April 26, 2021 (see Exhibit M). In summary, there was a total of three (3) thefts from automobiles and four (4) burglaries. Our Chief of Police, Kevin Chrisman, stated that all of them would have been prevented if 1) residents closed their garage doors at night; and 2) locked their cars while unattended.

Motor Vehicle Crashes

The Parkville Police Department also provided motor vehicle crash statistics for The South National neighborhoods from January 1, 2020 – April 26, 2021 (see Exhibit M). In summary, there were no Property Damage Only, Minor Injury, Serious Injury, or Fatality incidents in The South National neighborhoods; rather, there was one (1) injury crash but it occurred within the N National Dr. / MO-Hwy 45 roundabout.

The master planned development process is intended for development concepts that require a higher degree of specific planning based on the complexity of the project, the relationship of the site to the context, and the ability to meet or exceed the purpose, intent and objectives of the Development Code through more flexible application of the standards. This preliminary development plan application is the first of two steps through the process which generally looks at: *Public Realm Plan* (e.g., location, streets/circulation, and stormwater management), *Development Plan* (e.g., building types/scales, building design), *Existing Conditions* (e.g., infrastructure, utilities, and vegetation), *Public Input Summary* (e.g., previously adopted plans), *Phasing or Implementation*, and an *Illustrative Plan* (applicable renderings).

Parkville Municipal Code, Section 403.040, Subsection C. provides criteria for how the Planning and Zoning Commission shall determine if a preliminary development plan is appropriate. The following are staff's findings and conclusions for the preliminary development plans (Case No. PZ 2021-13; Case No. PZ 2021-14).

- 1. The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the Master Plan, and based upon generally accepted planning and design practice.**

Due to the size, scale and complexity of the project, a master planned development represents an improvement to a traditional major site plan development, and can better meet the goals of the adopted *Parkville 2040 Master Plan (2021)*. The preliminary development plans allows the intentional subdivision of property and placement of public streets and private access drive to support a phased approach for construction of the lot for apartment/condominium uses, and lots for duplex uses. Moreover, the apartment/condominium building can be oriented in a manner and height on the subject property complimentary to the existing creek, topography and hole #8 of The Deuce.

- 2. The benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, and in particular of the areas immediately near or within the proposed project, and are not strictly to benefit the applicant or a single project.**

An advantage of having a master planned development for the subject property is that public health, safety and welfare can be addressed through the site planning process;

specifically building location/orientation, landscaping/buffering, lighting, circulation/access, and stormwater management. With regard to flexibility for the building height requirements, the Planning and Zoning Commission should consider the proposed 4 story + basement level standard per the context of the subject property (i.e., including existing & proposed grading, surrounding neighborhoods & characteristics, site section & elevation views) to determine whether such flexibility would promote the general public health, safety and welfare of the community.

3. The benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and the standards proposed to be modified when applied to the specific project or site.

The applicant has made a diligent effort to conform to all aspects of the Development Code as much as possible, and avoid modifying and standards of the Code to the greatest extent they can; the includes meeting all landscaping/buffering, lighting, circulation/access, and parking count & design requirements. However, the applicant requests flexibility for the City's Height, Area and Bulk Standards — specifically flexibility to the "R-5" Multi-Family Residential district standards for maximum building height of 45 ft. and 3 stories. The preliminary development plan proposes an average building height of 49.5 ft. and 1 ½ in. (56 ft. 8 in. measuring from top of roof to lowest elevation; 42 ft. 7 in. measuring from top of roof to highest elevation) and 4 stories + a basement level (finished floor elevation of 885 ft.). This is 4 ft. and 1 ½ in. higher than the maximum height allowance for the "R-5" zoning district.

With regard to flexibility for the maximum height requirements, the Planning and Zoning Commission has made such exception for other similar multi-family residential developments in The National Golf Club of Kansas City, specifically the Bella Vista at the National apartment complex along MO Highway 45 adjacent to the Townhomes at the National – 2nd Plat subdivision (4 stories + basement level; Case No. PZ 2015-11). Additionally, the Planning and Zoning Commission has approved maximum building height flexibility for other multi-family residential developments in the City of Parkville — The major site plan for Lake Pointe Lodge (3 stories + basement level; Case No. PZ 2017-03B); and Six At Park (4 stories + basement level; Case No. PZ 2018-02D). The Planning and Zoning Commission should consider this application's request for a 4 story building + basement level per the context of the subject property (i.e., existing & proposed grading, surrounding neighborhoods & characteristics, site section & elevation views) to determine whether such flexibility is appropriate or not.

4. The plan reflects generally accepted and sound planning and urban design principles with respect to applying the Master Plan and any specific plans to the area.

The *Parkville 2040 Master Plan (2021)* projects Low-Density Residential land use for the subject property. This use is primarily comprised of single-family residential detached, single-family residential bi-attached, single-family residential +1 accessory dwelling unit, civic uses, schools and churches. The Platte 38 planned residential development includes a well-integrated mix of housing types and choices, including an apartment/condominium building and duplex residential uses. While single-family residential detached and bi-attached are preferred for the Low-Density Residential typology, multi-family units can accomplish other goals & objectives of the *Parkville 2040*

Master Plan (2021) as detailed in the application for zoning map amendment review criteria #1 above.

The *Parkville 2040 Master Plan (2021)* finds that one (1) to five (5) dwelling units per acre is appropriate for this typology. While the gross density of the Platte 38 planned residential development is 4.86 units/acre — a net density of between 1.09-2.2 units/acre for Lots 1-21, and a net density of 17.75 units/acre for Lot 22 — it should be noted this does not include 13.87 acres (more or less) of the subject property outside of Phases 1 and 2 to remain as undeveloped, natural buffer area.

5. The plan meets all of the review criteria for a zoning map amendment.

The preliminary development plans are proposed in conjunction with an application for zoning map amendment (Case No. PZ 2021-13) to rezone the subject property from its current Platte County “RMD” Residential Multiple Dwelling and “R-7” Single-Family High Density zoning designations to City of Parkville “R-5-P” Multi-Family Residential and “R-4-P” Mixed-Density Residential zoning designations. If the zoning map amendments are approved, they would allow for the range of residential uses proposed by the applicant.

The application for preliminary development plan (Case No. PZ 2021-14) was also reviewed against the City of Parkville’s Municipal Code, including the applicable Title IV – Development Code. The following are staff’s findings and conclusions.

1. Subdivision Regulations and Standards

Street Networks and Design

The Title IV – Development Code recommends street networks provide for the continuation of streets in adjacent subdivisions to the subdivision boundary; this includes avoiding dead-end streets when possible. The preliminary development plan does not contain dead-end streets. While the original preliminary development plans presented to the Planning and Zoning Commission at their May 11th, June 8th, July 13th regular meetings proposed public street connections to N Crooked Rd and S National Dr. (in order to ensure an arrangement of blocks and lots for long-range development goals, maximize connectivity, and improve options for access to residents in The South National subdivisions), the revised preliminary development plan contacts a main point of access off of N Crooked Rd and cul-de-sacs for turning around. Despite the revisions, the proposed layout of Platte 38 meets the City’s guidance for block size, external connections, and street design types as detailed in Section 404.010 Street Networks and Design. Dean Cull, SPFPD Fire Marshall is aware of the revised street network layout and is reviewing the preliminary development plan against the requirements of the 2018 International Fire Code (IFC). Thus, a condition of approval will be for these requirement to be met, along with any necessary conditions.

Civic and Open Space System

Section 404.020 prefers Park, Trail / Greenway, or Green typologies for the “Suburban” planning context (i.e., areas more removed from walkable centers, commercial corridors or large scale projects arranged around a campus plan). The preliminary development plan proposes three large tracts of common open space for stormwater detention and buffer space, as well as natural area to the south to preserve vegetation around an existing creek. The Planning and Zoning Commission should consider whether these tracts of natural area are appropriate per the master planned development.

Block and Lot Arrangement

The preliminary development plans propose 21 lots for duplex uses (21-42 units) and 1 lot for an apartment/condominium buildings (158 units). Genesis Dr. serves as the main public thoroughfare through the Platte 38 planned residential development, and is bisected by a private access drive to Lot 22, and Brink Place which serves as a cul-de-sac; this allows all lots to have access to the street network. Utility easements are provided on all lots for utility service purposes, and are accessible from the public right-of-way for each block.

Required Improvements and Engineering Specifications

Final development plans for improvements (e.g., streets, sidewalks) will need to meet American Public Works Association (APWA) Standard Specifications and Design Criteria. The applicant has submitted a Macro Storm Water Drainage Study for the subject property area (see Exhibit H by Reference). This study contains an assessment outlining the stormwater management needs for the site, detailing the proposed stormwater management infrastructure and rationale for why it's being used. The City's Public Works Department contracted its on-call stormwater hydrology engineer, VSM Engineering, LLC, to conduct an independent review of the submitted stormwater drainage study (see Exhibit H and Stormwater Management section below).

2. Site and Landscape Design Standards

Landscape Design

A detailed Tree Landscape Plan has been provided for the Platte 38 planned residential development and meets all requirements of Section 407.020 (see Exhibit E.12); this includes all street tree requirements for the duplex lots, tree & shrub requirements for the interior parking lot, and buffer planting requirements for the existing and adjacent residential properties in The National 7th subdivision to the east (13 shade trees, 26 evergreens and 51 shrubs). Additionally, the Tree Landscape Plan complies with the City's plant species requirements for street trees (i.e., the *Great Trees for the Kansas City Region* list) and planting specifications meeting the American Standards for Nursery Stock (ASNS) published by the American Nurserymen's Association.

Buffers, Screens and Fencing

Exhibits E.12 details the required Type 3 landscaping buffer along the eastern subject property boundary in order to meet the performance standards per Section 407.030 (Buffers, Screens and Fencing) for screening the adjacent residential properties in The National 7th subdivision; this includes 13 shade trees, 26 evergreens and 51 shrubs. Additionally, the applicant has provided Type 1 Buffer Type Screening for the trash enclosure area along the eastern end of the parking lot for the apartment/condominium building.

Outdoor Lighting

A photometric plan was previously included in earlier versions of the preliminary development plan (dated April 30, 2021; May 24, 2021) and contained details of the general footprint and impact of lighting throughout the development. The majority of lighting was throughout the parking lot serving the apartment/condominium building on Lot 22. The exterior lighting pole heights were shown as 25 ft. height which met the "R-5" base district's maximum mounting height limit, as well as the shielding requirements and design and performance criteria specified in Section 407.040.

Stormwater Management

The applicant has submitted a Macro Storm Water Drainage Study for the subject property area (see Exhibit H by Reference). This study contains an assessment outlining the stormwater management needs for the site, detailing the proposed stormwater management infrastructure and rationale for why it's being used. The City's Public Works Department contracted its on-call stormwater hydrology engineer, VSM Engineering, LLC, to conduct an independent review of the submitted stormwater drainage study (see Exhibit L). In summary:

- **Best Management Practices (BMP)** – BMPs per the *MARC/APWA Manual of Best Management Practices for Stormwater Quality, October 2021* should be added to the consultant's study.
- **Emergency Spillway** – Emergency spillway (overflow elevation) should not be the same as the top of pond elevation, and should be 0.5 ft. above the 1% storm elevation of the pond per APWA requirements.
- **Calculations** – Verification of the inlet time for the existing south basin is needed; justification for the NE Undetained area's proposed conditions curve number is needed; verification for the correct land use and group soils.
- **MACRO Watershed Impact** – A general analysis of the project on the larger watershed is required per APWA.

As a result, a condition of approval will be for these comments/findings from VSM to be addressed by the consultant, and the stormwater drainage study revised if necessary.

3. Access and Parking

Access and Circulation

The preliminary development plans propose access via a new public street connected to N Crooked Rd on the southwest end of the development. Off of this local road will be private drive access to the Lot 22 parking lot serving the apartment/condominium building. The City's Public Works Department has reviewed the proposed section widths of the streets (see Exhibit E.7) and determined they meet American Public Works Association (APWA) standards. Additionally, the SPFPD has reviewed the width of the streets and curb radii and concluded there are no issues with either as proposed. Additionally, the applicant has provided AutoTURN movements to ensure internal site circulation can support adequate turning movements from a Pierce Fire Truck (duel axle; 110 ft. ladder; see Exhibit E.9). Sidewalks are provided throughout the development and meet all requirements with Section 408.020 Access and Circulation; and a sidewalk/trail is also provided along the rear of the apartment/condominium building (see Exhibit E.10).

Traffic Impact Study

Per Section 408.020, Subsection D., the Director of Public Works can request a Traffic Impact Study to analyze the impacts of the function of the transportation network in the vicinity of the site. A traffic impact study was prepared by Janelle Clayton, PE, PTOE of Merge Midwest Engineering (see Exhibit I by Reference) for the original preliminary development plan layout presented to the Planning and Zoning Commission on May 11th, June 8th, July 13th. The purpose of the study is analyze the effect of the proposed Platte 38 development — specifically traffic via motor vehicle trip generation estimates — on traffic at the proposed driveway intersections with S National Dr. and N Crooked

Rd, as well as at the intersections of MO-45 Hwy & N Crooked Rd, and MO-45 Hwy and S National Dr. Results from the study are shown below:

Existing Traffic Volumes		
MO-Hwy 45 (between S National Roundabout and N Crooked Rd intersection)	Eastbound	6,724 vpd
	Westbound	6,754 vpd
	Total	13,478 vpd
N Crooked Rd (just north of Talented Tots Drive)	Northbound	1,340 vpd
	Southbound	1,288 vpd
	Total	2,628 vpd
S National Dr. (south of MO-Hwy 45 roundabout)	Northbound	384 vpd
	Southbound	398 vpd
	Total	782 vpd

*Trip Generation		
Multi-Family Units	1,088 vpd	1,556 total vpd
Single-Family Detached Units	468 vpd	
Multi-Family Units	68 AM peak vph	103 total AM peak vph
Single-Family Detached Units	35 AM peak vph	
Multi-Family Units	86 PM peak vph	130 total PM peak vph
Single-Family Detached Units	44 PM peak vph	

*Statistics based upon the 10th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Handbook*

Trip Distribution	
To/From the east via MO-Hwy 45	47%
To/From the west via MO-Hwy 45	43%
To-From the south/west via N Crooked Rd	5%
To-From the south/east via S National Dr.	5%

The traffic impact study also provides sight-distance measurement recommendations — based on AASHTO's *A Policy on Geometric Design of Highways and Streets* — for the proposed intersection connections to N Crooked Rd and S National Dr. While the recommended intersection sight distance length (measured along the centerline of the intersecting street) is greater than the City's requirements listed in Table 404-4: Clear Sight Distance, the Public Works Department will evaluate the intersections further and take the recommendations under consideration.

Lastly, the traffic impact study analyzes the Level of Service (LOS) for existing traffic conditions and future conditions based on the proposed development, which are shown below:

Existing LOS	
Intersection of S National Dr. with Missouri Highway 45	B AM peak
	B PM peak

No auxiliary turn lanes warranted	
Intersection of N Crooked Rd with Missouri Highway 45	D AM peak
	F PM peak
No auxiliary turn lanes warranted	

Future + Site + Planned LOS	
Intersection of Drive A with N Crooked Rd	B AM peak
	B PM peak
No auxiliary turn lanes warranted	
Intersection of Drive A with S National Dr.	B AM peak
	B PM peak
No auxiliary turn lanes warranted	
Intersection of S National Dr. with Missouri Highway 45	B AM peak
	B PM peak
No auxiliary turn lanes warranted	
Intersection of N Crooked Rd with Missouri Highway 45	F AM peak
	F PM peak
Close to meeting an eastbound right-turn warrant. A traffic signal or roundabout needs to be considered at this intersection in the future.	

The City contracted its on-call transportation engineer, George Butler Associates, Inc. (GBA), to conduct an independent review of the submitted traffic impact study (see Exhibit I by Reference) in association with the proposed Platte 38 development (see Exhibit J). In summary:

- **Methodology** – The traffic impact study followed accepted industry-standard procedures and methodologies.
- **Traffic Counts** – An appropriate amount of traffic counts were collected (for both peak periods).
- **Traffic Data** – The consultant made good use of current vs. historic traffic counts (using data from MoDOT and previous traffic impact studies previously submitted to the City).
- **Trip Distribution** – Trip distribution patterns utilized were logically based on existing volumes and traffic flows.
- **Future Traffic** – An appropriate 2% annual growth rate to project future traffic was utilized.
- **Future Developments** – Consideration was appropriately given to potential traffic resulting from other unbuilt development projects along MO-Hwy 45.
- **Capacity Analysis** – The capacity analysis utilized the latest software and recommended methodologies.
- **Sight Distance** – There are no apparent sight distance issues at the intersections of the proposed public streets and N Crooked Rd or S National Dr.
- **Traffic Signal Warrant** – The consultant's recommendation for a traffic signal or roundabout at the intersection of N Crooked Rd. and MO-Hwy 45 sometime in the future is justified.
 - Traffic generated by the development would represent less than 3% of the total traffic at this intersection.

- Nevertheless, it's advisable for the City to consider requesting an escrow contribution from the developer toward the future design/construction costs for this intersection.
- A traffic signal is estimated to cost \$200,000-\$250,000, and a multi-lane roundabout is estimated to cost \$2,000,000 for design & construction.

Both the consultant's traffic impact study and the City's independent review memorandum were provided to the Missouri Department of Transportation (MoDOT), Platte County Planning and Zoning Department, and Parkville Special Road District for review & reference. It should be noted that the *Parkville 2040 Master Plan (2021)* recommends realigning both the N and S ends of Crooked Rd to eliminate offset access, and to coordinate such improvements with development around this intersection. Staff submitted applications to the Mid-America Regional Council's (MARC) Regional Transportation Plan (RTP) 2050 Call For Projects and improvements to the N Crooked Rd and MO-Hwy 45 intersection ranked #3 out of the 7 Parkville project submitted; therefore, would be a good candidate for federal-aid and Missouri state transportation funding in the future if Platte County were interested in partnering with the City of Parkville. Staff is also in the process of coordinating with Platte County for a joint submission of an Application for Traffic Engineering Assistance Program (TEAP) to MoDOT.

Revised Traffic Impact Study

Since the time City staff received the traffic impact study for the original preliminary development plan layout presented to the Planning and Zoning Commission on May 11th, June 8th, July 13th (see Exhibit I by Reference) the applicant has submitted a revised preliminary development plan for Platte 38 (see Exhibit E.1-15). As a result, a new traffic impact study was prepared by Janelle Clayton, PE, PTOE of Merge Midwest Engineering (see Exhibit J by Reference) for this revised preliminary development plan layout. In summary:

Additional traffic to N Crooked Rd. intersection

- Original plan had 52 AM peak vph at S National Dr. intersection.
- Original plan had 24 AM peak vph at N Crooked Rd. intersection
- Revised plan shifts the 52 AM peak vph over for a total of 76 AM peak vph at N Crooked Rd. intersection.
- Original plan had 35 PM peak vph at S National Dr. intersection.
- Original plan had 15 PM peak vph at N Crooked Rd. intersection
- Revised plan shifts the 35 PM peak vph over for a total of 50 PM peak vph at N Crooked Rd. intersection.
- In general, having all of the exiting traffic shifted from S National Dr. over to N Crooked Rd. does NOT change the recommendations as presented in the original traffic study.
- In general, having inbound-only access into the development via N Crooked Rd would not have significant impacts on expected traffic operations.

No major changes to the Future + Site + Planned LOS

- Original plan anticipated LOS F (AM peak and PM peak) for the intersection of N Crooked Rd with Missouri Highway 45.

- Original plan was close to meeting an eastbound right-turn warrant, and considerations of a traffic signal or roundabout in the future.
- Revised plan causes only slight increases in delay and queues that wouldn't change the N Crooked Rd and Missouri Highway 45 intersection warrants, unless other safety concerns were occurring.
- Addition of the Platte 38 development creates only minimal impacts to the intersection, as it accounts for only 7% of the total intersection volume during the AM peak hour, and 5% of the total intersection volume during the PM peak hour.

The City contracted its on-call transportation engineer, George Butler Associates, Inc. (GBA), to conduct an independent review of the revised traffic impact study (see Exhibit K). In summary:

- **Missouri Highway 45 Queue Lengths** – While the revised traffic study recognizes the vehicle queue lengths as being acceptable today, over time the delay lengths will increase (up to 2-3 minutes), which could result in motorists making riskier maneuvers due to human behavior.
- **Missouri Highway 45 Right-Turn Lane** – Until the intersection is signalized, an eastbound right-turn lane is warranted.
- **Developer Contribution** – 6-8% of Missouri Highway 45 intersection traffic will be generated from the development. As a result, the consultant recommends the City consider an agreement with the developer regarding a financial contribution toward a future traffic signal at the intersection.
- **Missouri Highway 45 Intersection Realignment** – As noted above, the City is in the process applying for grants through MARC and MoDOT to explore the realignment of both the north and south ends of Crooked Rd to eliminate offset access. If such improvements are implemented to the intersection, then any warrants or recommended improvements from the revised traffic study would be negated.

Required Parking

The applicant has met the requirements of Section 408.030 Required Parking by providing the required parking spaces (and dedicated ADA spaces) throughout Lot 22, the parking lot for the apartment/condominium building as detailed on Exhibits E.5-E.6. The Title IV – Development Code requires 237 parking stalls and the preliminary development plan proposes a total of 267 parking stalls.

Parking Design

Section 408.050 of the Title IV – Development Code requires parking stalls of 9 ft. by 18.5 ft., with 26 ft. aisle widths, which the applicant proposes throughout the parking lot for the apartment/condominium building.

4. Sign Standards

The City has sign allowance requirements for all residential districts in the Parkville Municipal Code, Chapter 409. Projects proposed and approved through the planned district process can propose a specific sign package with deviations to these standards through the review process. However, at this time, no sign package has been submitted; thus, future signs will adhere to the proposed standards of Chapter 409 unless requested as part of any subsequent Final Development Plan submission.

Public Input Summary

Per Section 403.040, a preliminary development plan shall generally include *Public Input Summary*, a summary of the type, extent and outcomes from any public or community engagement regarding the plan and future development. Following the February 9, 2021 special workshop with the Planning and Zoning Commission, the applicant made contact with Dale Brouk of Homeowner Association (HOA) of The National Golf Club of Kansas City. The development concept was then shared with the HOA's Board and discussed at a subsequent HOA meeting to become a part of the HOA. Concerns raised by the Board during their meeting included:

- Traffic onto S National Dr. (and the preference of not having a thru-street connection between S National Dr. and N Crooked Rd.)
- The development needs to have its own amenities
- The development must become part of the City of Parkville
- More discussing to be forthcoming and shared with the Board

On April 21, 2021 the applicant, Todd Kobayashi, met with residents of The South National neighborhoods and HOA members to hear their concerns and address them if possible. The biggest concerns revolved around cut-thru traffic, and if there was a way for the development to address it, including a one-way (entrance-only) off of S National Dr. that would only extend to the main access to the Lot 22 parking lot; the idea being to enable access but not egress onto S National Dr. The applicant shared these comments with City staff to discuss, and our Public Works Director deferred this idea to the City's on-call transportation engineer to evaluate. Per his analysis, he ranked traffic management alternatives by least to most difficult:

- *If you would like to prevent eastbound right-turns onto S. National Drive, I'd suggest that a No Right Turn sign wouldn't be enough. It is a regulatory solution only that drivers can still choose to ignore at the risk of receiving a ticket from police. However, you could consider some geometric "encouragement" as well by making the southwestern curb return very sharp (i.e., small radius) and more difficult to perform that undesirable maneuver.*
- *If the roadway connection to S. National Drive was restricted to one-way westbound traffic only, then we'd be reassigning a significant amount of the outbound development traffic (69%) to the west. This would drastically increase the northbound traffic on NW Crooked Road which currently experiences the worst operations at any of the study intersections, further degrade those northbound traffic operations, and accelerate the overall need for a traffic signal at that location.*
- *If the roadway connection to S. National Drive was fully closed to development traffic, then a majority of the inbound development traffic (64%) would also be redirected to MO-45/NW Crooked Road for access (i.e., in addition to the 69% of outbound traffic). This would further increase the overall need for a traffic signal at MO-45/NW Crooked Road, and possibly also result in a heavy enough turning movement where an eastbound right-turn lane might be recommended as well.*
- *For either of these last two alternatives, we would probably need to recommend/require a revised traffic analysis and report from the developer and Merge Midwest to fully quantify these associated traffic impacts due to the diversions.*

Public Hearing – May 11, 2021

On Tuesday, May 11, 2021 the Planning and Zoning Commission held a public hearing to consider Case No. PZ 2021-13 and PZ 2021-14. Applicant Todd Kobayashi presented the proposed preliminary development plan for Platte 38 and addressed questions from the Planning and Zoning Commission. Members of the public attended, provided comments and asked questions. Most of the questions pertained to wanting more information regarding the 55+ concept (whether or not the development would be restricted exclusively to seniors), why a roadway connection to S National Dr. is necessary, and whether or not The National Golf Club of Kansas City approves of the project and would allow an access road to cut through their tract of land abutting S National Dr. The Planning and Zoning Commission recommended postponing the item and continuing the public hearing to their next regular meeting on Tuesday, June 8, 2021; and requested the applicant take the following actions in the meantime:

1. Meet with The National Golf Club of Kansas City Homeowners Association (HOA) to formally present the preliminary development plan and receive answers to questions asked by members of the public at the hearing.
2. Meet with residents in the adjacent neighborhood in The South National to answer their questions about the proposed development.
3. Address all of the questions asked by members of the public at the May 11, 2021 public hearing.
4. Consider revision to the preliminary development plan, including but not limited to:
 - a. Reducing the overall density of the project
 - b. Reducing the height of the apartment/condo buildings
 - c. Re-locating the apartment/condo buildings
 - d. Increasing landscape buffering on Tract C, and explore the utilization of berms

On May 25, 2021 the applicant convened a meeting with the Board of The National Golf Club of Kansas City HOA to present the preliminary development plan in detail and answer any questions. The applicant then hand-delivered invitations to residents in The South National neighborhood along S National Dr. and Persimmon Ct. for an open house charrette meeting on May 26, 2021 (1:00-6:00 p.m.) at the Veterans of Foreign Wars (VFW) building at 10125 MO-Hwy 45 in Parkville.

At the June 8, 2021 regular meeting of the Planning and Zoning Commission, the applicant requested consideration of the Application for Zoning Map Amendment and Application for Preliminary Development Plan be postponed to the next regular meeting of the Planning and Zoning Commission — on July 13, 2021 — to allow more time for the applicant to revise their preliminary development plans. The Planning and Zoning Commission then voted unanimously (7 to 0) to recommend postponement of both applications and continuation of the public hearing to the next regular meeting of the Planning and Zoning Commission on July 13, 2021.

At the July 13, 2021 regular meeting of the Planning and Zoning Commission, the applicant requested another postponement of their Application for Zoning Map Amendment and Application for Preliminary Development Plan — this time to the August 10, 2021 regular meeting — to allow more time to revise their preliminary development plans. The Planning and Zoning Commission then voted unanimously (8 to 0) to recommend postponement of both applications and continuation of the public hearing to the next regular meeting of the Planning and Zoning Commission on August 10, 2021.

Staff Conclusions and Recommendations

Zoning Map Amendments

Staff concludes that, with the exceptions noted above: The proposed “R-4-P” district can be consistent with the future land use projections of the *Parkville 2040 Master Plan (2021)*, is appropriate and compatible to the character of the existing surrounding neighborhoods. While the “R-5-P” district is not consistent with the either master plans’ future land use projections, it can accomplish other goals & objectives within the plans such as the need for more housing choice and diversity within the community. Furthermore, the district is compatible with the existing Platte County “RMD” Residential Multiple Dwelling zoning on the subject property, as well as on subject properties to the west; however, the “R-5-P” zoning may not be compatible with character of the surrounding neighborhood to the adjacent east, The National 7th subdivision. The application for zoning map amendment complies with the requirements of the Title IV – Development Code as shown in the accompanying Platte 38 preliminary development plan (Case No. PZ 2021-14); does not appear to significantly impact the ability for the City or governmental agencies to respond with public and emergency services (including police, fire and the ability to maintain the peace); would substantially increase the value of the subject property parcels if developed to the extent of the associated Platte 38 preliminary development plan; and would allow for a variety of residential uses, all of which are currently permitted on the subject property via the existing Platte County “RMD” and “R-7” zoning designations.

Preliminary Development Plans

Staff concludes that, with the exceptions noted above: The proposed preliminary development plan accomplishes the goals of the *Parkville 2040 Master Plan (2021)* through a master planned approach vs. piece meal development; flexibility to the “R-5-P” district’s maximum building height allowance should be carefully evaluated by the Planning and Zoning Commission per context of the subject property (i.e., existing & proposed grading, surrounding neighborhoods & characteristics, site section & elevation views) to determine whether such flexibility would promote the general public health, safety and welfare of the community or be appropriate or not; reflects generally accepted and sound planning and urban design principles with respect to applying the adopted *Parkville 2040 Master Plan (2021)*; meets all review criteria for a zoning map amendment; and meets the City’s applicable subdivision regulations and standards, site and landscape design standards, access and parking, sign standards, and minimum standards thereof.

Following review, staff recommends neither approval nor denial of the Application for Zoning Map Amendment (Case No. PZ 2021-13) and Application for Preliminary Development Plan (Case No. PZ 2021-14); and will defer discretion to the Planning and Zoning Commission per a roll call vote to determine if the proposed zoning and planned residential development is appropriate given the context of the project within the City of Parkville and subject property area. Staff bases this decision on the merits of the application and the findings and conclusions in the report, subject to the following conditions:

Zoning Map Amendment

- Submittal of a valid Voluntary Annexation Petition for the portion of property included in associated preliminary development plan currently located outside of the existing City boundaries, and said property is thereafter annexed into City of Parkville municipal limits via ordinance.
- The subject property be platted via an Application for Subdivision – Final Plat to allow for the zoning layout per the Preliminary Development Plan.

Preliminary Development Plan

- Submittal of a valid Voluntary Annexation Petition for the portion of property included in associated preliminary development plan currently located outside of the existing City boundaries, and said property is thereafter annexed into City of Parkville municipal limits via ordinance.
- The subject property be platted via an Application for Subdivision – Final Plat — prior to construction permits being issued — in order to accommodate the lots and tracts for the Platte 38 planned residential development.
- The applicant address comments/findings from the City’s independent review (performed by VSM Engineering, LLC) of the submitted stormwater drainage study.
- Southern Platte Fire Protection District (SPFPD) review the preliminary development plan against the requirements of the 2018 International Fire Code (IFC), and any necessary conditions be met.
- Any subsequent Applications for Final Development Plan for Phase II / Lot 22 go before the Planning and Zoning Commission for approval, with the Planning and Zoning Commission as the “Decision Making Authority” and the Board of Aldermen as having “Appeal of Decision” authority per Table 403-1: Procedures Summary of the Parkville Municipal Code, Title IV – Development Code.
- Any other conditions the Planning and Zoning Commission determines are necessary.

It should be noted that the recommendation contained in this report is made without knowledge of facts, public comments or any additional information which may be presented during the public hearing. 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 Zoning Map Amendment and Application for Preliminary Development Plan, supporting information, associated exhibits, factors discussed above and any testimony presented during the public hearing, 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 September 7, 2021 for first action.

End of Memorandum



08-06-2021

Stephen Lachky, AICP, CPM, CFM
Community Development Director

Date



Tuesday, April 20, 2021

Todd Kobayashi
Genesis Companies
4420 Madison Ave, Ste 104
Kansas City, MO 64111

Dustin Burton
Renaissance Infrastructure Consulting
1815 McGee, Ste 200
Kansas City, MO 64108

**RE: City of Parkville staff review comments – Platte 38 Preliminary Development Plan
(prepared by Renaissance Infrastructure Consulting; dated April 9, 2021)**

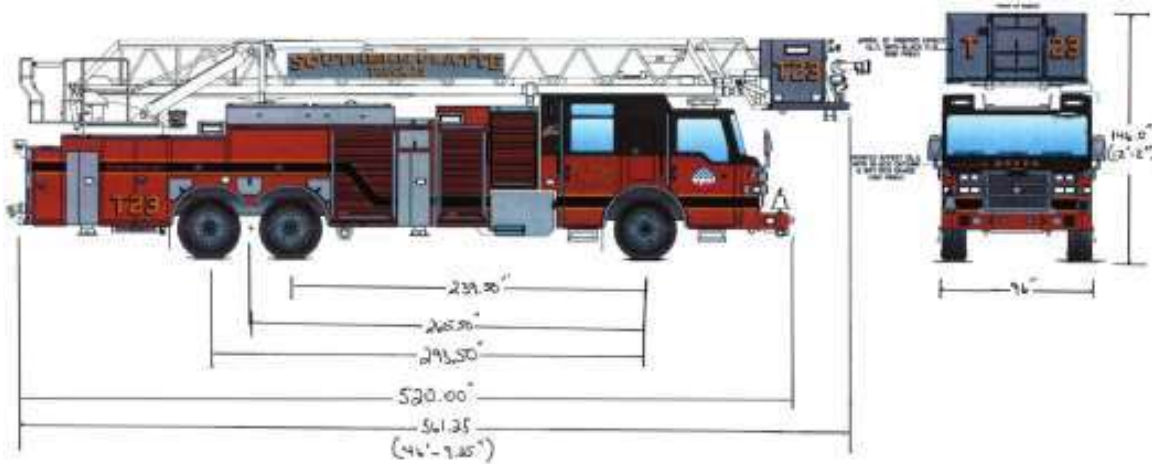
Dear Todd and Dustin,

The following is a compilation of all Parkville staff review comments received to-date regarding the Application for Zoning Map Amendment and Application for Preliminary Development Plan for Platte 38, a planned residential development consisting of apartment/condominium buildings and duplexes on 38.24 acres, more or less, generally located to the north of Walnut Creek Acres No 4 subdivision, to the south of The Deuce at The National Golf Club of Kansas City, and to the west of The National 7th subdivision between N Crooked Rd and S National Dr. in Unincorporated Platte County, MO 64152.

Review comments are provided by myself (Community Development Director), Brad Stanton (Planner), Alysén Abel (Public Works Director), and Dean Cull (Fire Marshall, Southern Platte Fire Protection District). Please distribute these comments to your team, revise the plan sheets and provide us an updated paper (2 copies) and electronic copy (1) of the revised plan sheets by **9:00 a.m. of Friday, April 30, 2021**. Thank you.

General Comments

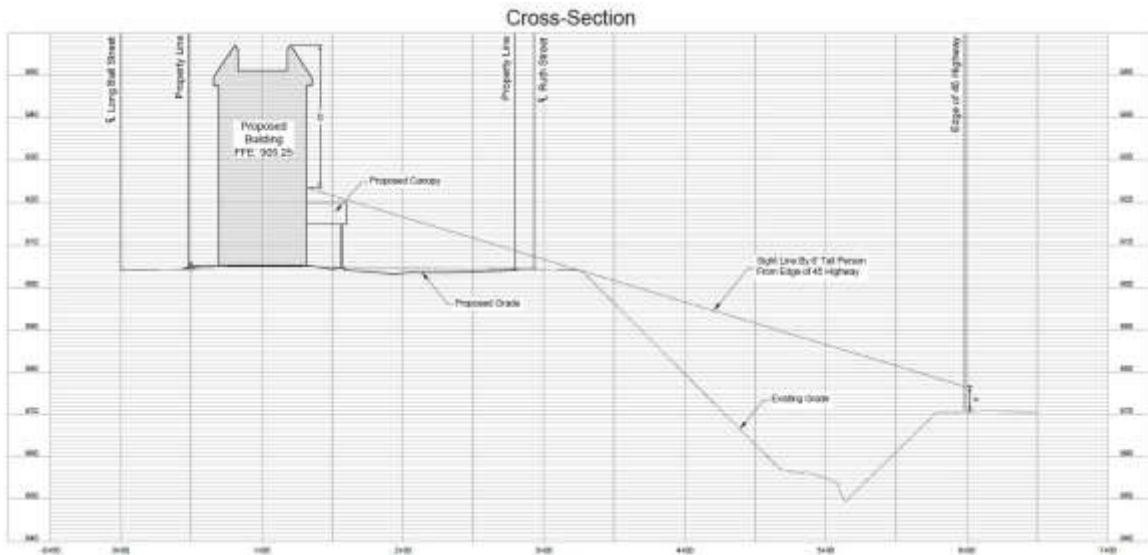
1. **Application for Zoning Map Amendment** – While the City’s “R-5-P” Multi-Family Residential district permits *Apartment Complex* uses, it does not permit *Duplex* uses. As a result, staff recommends utilizing the City’s “R-4-P” Mixed-Density Residential district for all lots proposed for *Duplex* or *Detached House* uses. Please designate this information on one of the plan sheets, such as the General Layout (Sheet C03).
2. **Floodplain Development Permit/Application** – Staff will require a Floodplain Development Permit/Application be submitted for any development in a Special Flood Hazard Area (SHA) or “floodplain”; this includes:
 - Filling
 - Grading
 - Excavation
 - Minimum Improvements
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 - New Construction
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6. **Utility Plan Sheet** – Please include a plan sheet showing the location of proposed utility lines and easements (showing widths/dimensions) along with labels; this should include any public storm, public sanitary and public water lines. These labels should be included in a legend on the Title Sheet (Sheet C01) as well.
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11. **Illustrative Plan** – Per Section 403.040 Master Planned Development in our Title IV – Development Code, an *Illustrative Plan* is required; this may include an illustrative plan that includes renderings, elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details demonstrating how the plan will be executed according to the applicable development standards. Staff recommends including colored visuals of the proposed development from different perspectives (see images below as an examples). The *Illustrative Plan* can be an extension to Sheet A1.00, or renderings on a separate plan sheet.





12. **Signage Plans** – If known at this time, please include any proposed signage (e.g., monument, wall) for the proposed building and/or site, along with specifications/dimensions. If no signage is proposed at this time, future Applications for Sign Permits will need to comply with the requirements of Section 409.040 Sign Allowances (<https://www.ecode360.com/33171498>).

Title Sheet (Sheet C01)

13. **Utility Contacts** – Please change the names of Missouri Gas Energy to Spire Energy, and Kansas City Power & Light to Evergy.
14. **Summary Table** – Please include a brief description of the project (ex: a planned residential development with internal circulation, public streets, private drives and access off of N Crooked Rd and S National Dr.), current zoning (Platte County “RMD” Residential Multiple Dwelling and “R-7” Single-Family High Density) and summary table conveying the proposed uses / residential building types, number of units and parking spaces provided.

Existing Conditions (Sheet C02)

15. **Property Area** – Please label the area (in acres and sq. ft.) of the subject property area, both the portion proposed for annexation into City of Parkville municipal limits and the portion of area outside of the development/annexation limits.
16. **Major Contour Lines** – Please distinguish major contour lines/intervals on the map; this can be done by bolding them or making them thicker than the other contour lines.
17. **Existing Zoning** – Please label the existing Platte County “RMD” Residential Multiple Dwelling and “R-7” Single-Family High Density zoning on the subject property. If there’s

too much clutter on this sheet to depict this, you can add an additional sheet to the plan set.

18. **Adjacent Property Owners** – Please label all property owners for adjacent property parcels, specifically those to the south and west of NW Crooked Rd that are not depicted.
19. **Adjacent Property Addresses** – Please include the property addresses of adjacent property owners, as well as Platte County parcel ID numbers.
20. **Adjacent Property Area** – Please include the total acreage of all adjacent property parcels.
21. **Roadway Name** – Please verify if the adjacent roadway is NW Crooked Rd or N Crooked Rd. The Platte County Assessor's Office labels it as "N Crooked Rd".

General Layout (Sheet C03)

22. **Residential Use Table** – Please include a table on the sheet listing the number of residential units per type (i.e., apartment/condominium, duplex) and which lots are applicable to those uses, number of total lots, and number of total units.
23. **Density Table** – Please include a table on the sheet listing the density of the residential units on the subject property as a whole.
24. **Parking Table** – In a separate table, or in the residential use table, please indicate the total number of required parking spaces and the total number of provided parking spaces (including accessible parking spaces and bicycle parking spaces per Section 408.030, Subsection D.).
25. **Phase Description** – Please include a short description on the plan sheet of the anticipated timeline for the proposed Phase I and Phase II construction/implementation.
26. **Street Names** – Please identify and label all public and private street names; staff will review the proposed street names against the regional 911 grid to confirm the names do not conflict with existing addresses on the grid.

Development Plans (Sheet C04)

27. **Lot and Tract Descriptions** – Please include a table on the sheet providing a brief description of each Tract and Lot / Group of Lots (Example: "Tract C is reserved for private open space and landscaping to serve as a buffer between the development and the adjacent residential neighborhood to the east." "Tract A is reserved for private open space for stormwater detention.").
28. **Landscape Easement** – Consider adding a landscape easement at the intersection with N Crooked Rd, which provides access to Tract B should City staff need to access the proposed stormwater detention area.
29. **Residential Use Table** – Please include a table on the sheet listing the number of residential units per type (i.e., apartment/condominium, duplex) and which lots are applicable to those uses, number of total lots, and number of total units.
30. **Bicycle Parking Table** – Please indicate the total number of required parking spaces and the total number of provided parking spaces (including accessible parking spaces and bicycle parking spaces). Per Section 408.030, subsection D. of our Development Code, all multifamily uses within 1,000 ft. of a designated bicycle route or trail shall provide 1 bicycle parking space per multi-family dwelling unit. Please indicate on the plan where bicycle parking will be provided; in the past developers have provided bicycle racks outside the building, or in the building inside garages or storage closets.
31. **Street Names** – Please identify and label all public and private street names; staff will review the proposed street names against the regional 911 grid to confirm the names do not conflict with existing addresses on the grid.
32. **Existing Sidewalks** – Please detail the location of any existing sidewalks along N Crooked Rd and S National Dr.

33. **Proposed Sidewalks** – Please connect the internal development sidewalks (specifically those along any public streets) to any existing sidewalks along N Crooked Rd and S National Dr. If there are no existing sidewalks along N Crooked Rd., please coordinate with the Platte County Planning and Zoning Department and/or Public Works Department regarding how to design the end of the sidewalks so they're compatible with future plans for pedestrian infrastructure along N Crooked Rd.
34. **Proposed Crosswalks** – Please indicate the location of any marked pedestrian crosswalks. Staff will require these at the internal public streets where they intersect with N Crooked Rd and S National Dr.
35. **Sidewalk Widths** – Please indicate the proposed widths of sidewalks throughout the development on the sheet.
36. **Public vs. Private Infrastructure** – Please delineate any public streets from private streets/drives in the development plan in more detail, as well as public vs. private curbs. This can be done on a subsequent plan sheet if needed to avoid clutter.
37. **Street Dimensions** – Please add the width dimensions for Drive A and Drive B, as well as the radius of the cul-de-sac in Drive B.
38. **Parking Lot Dimensions** – Please indicate the dimensions of the parking lots, specifically the drive aisle widths and parking stall dimensions.
39. **Building Dimensions** – Please show the dimensions / distance from the apartment/condominium building facades to the curb where the parking stalls begin.
40. **Parking Lot Island Dimensions** – Please show the dimensions of median islands throughout the parking lot.
41. **Drive Aisles** – Consider widening any drive aisles where there are tight turning radius' or where there are conflicts with AutoTurn movements from a Pierce Velocity fire truck.
42. **Roll-Back Curbs** – Consider utilizing roll-back curbs throughout the parking lot, especially on drive aisles with tight turning radius' or where there are conflicts with AutoTurn movements from a Pierce Velocity fire truck.
43. **Off-Street Loading** – Please indicate if any off-street loading spaces will be provided for the apartment/condominium buildings.
44. **Trash Dumpsters** – Please indicate the location of any trash dumpsters to be provided for the apartment/condominium buildings. Please be aware that any outdoor dumpsters / trash receptacles will need to be stored inside a structure or enclosure constructed of a durable material designed to withstand regular use by heavy equipment; or a fence (typically opaque) or ornamental wall that provides a solid screen.

Grading Plan (Sheet C05)

45. **Reference** – Please include the following reference on the plan sheet: “Per *Title IV – Development Code*, Section 407.050, Subsection A. a Macro Storm Water Drainage Study for Platte 38, City of Parkville, Missouri (prepared by Renaissance Infrastructure Consulting; dated April 2021) has been submitted to the City of Parkville’s Public Works Department for review and approval.”

Apartment Site Plan (Sheet C06)

46. **Retaining Wall** – Please note that any retaining walls greater than 48 in. in height will require an Application for Building Permit be submitted to the Community Development Department, as well as a structural engineer’s report for said retaining wall(s).
47. **Parking Lot Dimensions** – Please include all dimensions throughout the parking lot (i.e., parking lot aisle widths, parking stall dimensions)
48. **Sidewalk Hatch Legend** – It’s hard to distinguish the location of sidewalks based on the hatching symbology used. Please use a different hatching or darker color to distinguish on the plan sheet.

Tree Landscape Plan (Sheet L1.00)

49. **American Standards for Nursery Stock (ASNS)** – In the “General Notes” section, please include the following note: “All landscape materials shall meet the American Standards for Nursery Stock (ASNS), published by the American Nurserymen’s Association, and be selected for its native characteristics or survival in the climate for the Kansas City region, and be planted and maintained per ASNS specifications.”

Elevation Plans (Sheet A1.00)

50. **Color Renderings** – Please include color renderings of what the proposed elevations/facades would look like. See below for an example.



51. **Material Board** – Please include a material board palette of proposed siding materials. See below for an example.



Again, please distribute these comments to your team, revise the plan sheets and provide us updated paper (2 copies) and electronic copy (1) of the revised plan sheets by **9:00 a.m. of Friday, April 30, 2021**. We are also happy to meet again or conference to discuss these comments in more detail if necessary. Please let us know if you have any questions. Thank you.

Sincerely,

CITY OF PARKVILLE

Stephen Lachky, AICP, CPM, CFM
Community Development Director

CC: Alysén Abel, Public Works Director
Brad Stanton, Planner
Dean Cull, Fire Marshall (Southern Platte Fire Protection District)



ANALYSIS OF SUPPLY & DEMAND FOR ACTIVE SENIOR HOUSING (55+) FOR SOUTHERN PLATTE COUNTY

Supply Analysis for Platte County only:

- Supply of active senior homes under 2 years of age, including those still under construction – **4**
- Supply of active senior homes under 20 years of age, including above numbers – **7**
Estimated number of people living in all of Platte County who are 55 to 80 years old – **9,033**
- Projected number of prospective buyers currently living in all of Platte County who are 55 to 80 years old – **2,258** (if the % is 25%)
- Sales of active senior homes in Southern Platte County the past 12 months – **31** [priced from \$283,000 (a 21 year old home) to \$465,000]

MARLIN CONE – REECE NICHOLS REAL ESTATE



ANALYSIS OF SUPPLY & DEMAND FOR ACTIVE SENIOR HOUSING (55+) FOR 9 METRO KC COUNTIES

Active Senior Living (ASL*) Data By KC Metro County

COUNTY	POPULATION	% > 65 YEARS AGE	# PEOPLE > 65	75% OF # PEOPLE > 65**	# ASL HOMES < 2 YRS*
Cass	99,500	17.3	17,214	8,607	30
Clay	221,906	14..4	31,954	23,966	47
Douglas	110,826	12.8	14,186	10,640	2
Jackson	203,204	22.6	45,924	34,443	91
Johnson	544,181	15.0	81,627	61,220	215
Leavenworth	78,220	15.0	11,733	8,800	23
Miami	32,781	17.1	5,606	4,205	1
Platte	88,329	15.0	13,249	9,937	50
Wyandotte	157,523	12.6	19,848	14,886	9
TOTAL METRO	1,536,470	14.5	223,341	176,764	468

*Defined to be ranch style and reverse 1.5 story homes

** 11.8% of the USA population per 2020 Census data was age 65 to 80; 12.9% were age 55 to 64, 9.3% more.

MARLIN CONE – REECE NICHOLS REAL ESTATE



ANALYSIS OF SUPPLY & DEMAND FOR ACTIVE SENIOR HOUSING (55+) FOR SOUTHERN PLATTE COUNTY

Demand analysis for Platte County only

- 9,033 people aged 55 to 80 live in Platte County. That is 10.21% of the total 2020 population of 88,453
- We estimate that at least 75% of these people live in houses they have owned and occupied for at least 10 years, most of which are more house than the currently need or want as their families living there are now down to 2 or 1 person. Thus, these people are in a situation where making a move to an active senior housing environment is likely appealing to them. That number is 6,775 people. However, in the spirit of being conservative about the potential, if we assume that 25% of these people are interested in downsizing into an active senior living community which is adjacent to recreation, that number becomes 2,258.
- Given the anticipated growth throughout the Northland in the future with the completion of the Twin Creeks sewer capabilities to the East of KCI, it is anticipated that there will also be a significant increase in active seniors from outside Platte County in the future. The new world class soccer complex adjacent to the newly extended portion of Line Creek Parkway near Platte Purchase Road which just had a ground-breaking ceremony, the eventual new Platte County RIII High School and Middle School across from Costco along Highway 152 and the planned new residential and retail development in that sector are expected draw active seniors who are parents and grandparents of those new homebuyers.

MARLIN CONE – REECE NICHOLS REAL ESTATE



ANALYSIS OF SUPPLY & DEMAND FOR ACTIVE SENIOR HOUSING (55+) FOR SOUTHERN PLATTE COUNTY

Summary Analysis

We know that there is a huge pent-up demand for active senior housing that is not being met throughout metro Kansas City (and nationwide as well), especially in Southern Platte County. Communities such as Weatherby Lake, Riss Lake, Monticello, The National and even Thousand Oaks nearby have large numbers of homeowners who are sitting on the sidelines from selling their current larger homes with larger lots which they are no longer able or desire to maintain, waiting for active senior housing to become available somewhere near where they currently live that has some form of recreation connected to it and that is in Southern Platte County. We know that many have stated that—once they know there will be such an opportunity within 2-3 years— they will put their homes on the market, sell it, move into an apartment for 2-3 years and immediately secure a contract on the construction of their new active senior living residence. We believe that scenario will drive a very strong demand for the proposed active senior housing being proposed by Genesis Realty and Development.

MARLIN CONE – REECE NICHOLS REAL ESTATE



ANALYSIS OF SUPPLY & DEMAND FOR ACTIVE SENIOR HOUSING (55+) FOR SOUTHERN PLATTE COUNTY

Conclusion

The City of Parkville and Genesis Realty and Development have a very unique opportunity to bring a significant number of affluent active seniors into the Parkville market with the proposed Active Senior Living Housing project adjacent to and overlooking The Deuce Golf and Country Club. We believe that the data is a clear indication of the demand for such housing and that the cycle from construction to completion can be rather short given imbalanced (supply/demand) market situation.

MARLIN CONE – REECE NICHOLS REAL ESTATE

Summary of HOA & Public Meeting Questions:

The developer presented via Zoom to the National HOA board on Tuesday, May 25th and held a 5 hour public meeting at the VFW hall on Wednesday, May 26th. There were 41 people who attended the public meeting. Here is a summary of the HOA board's questions, the questions from the general public, and the developer's responses:

Q: Concern expressed about traffic in South National neighborhood and cut-through traffic from Walnut Creek.

A: Developer indicated willingness to offer a one-way only entry into the neighborhood which would prevent traffic into the South National Neighborhood. This would also prevent any cut-through traffic as there would be no exit onto South National Drive. Finally, this would also prevent the issue of any headlights into the homes near the South National Drive access point.

Q: Concern expressed regarding the size of the two larger buildings. "When we purchased our homes we did not anticipate larger buildings in the immediate neighborhood." Why can't the developer simply do all duplex or single family units?

A: In order to develop this particular property, some density is required, due mainly to the very hilly terrain and the expense of developing the property. The buildings would only be seen for the top two floors from both the golf course and from the neighborhood due to existing tall trees on hillside and on the Eastern portion of the property. The difference between a 3-story building and a 4-story building is minimal from a façade standpoint but material in terms of project economics. This piece of land has sat undeveloped for over 100 years for a reason. It is difficult to make the economics work given the contours of the land.

Q: We are looking hard for options to downsize in Parkville and were interested in your project. How long before you could get your project constructed?

A: Likely 1.5 to 2 years to move from raw land to delivery of the first few buildings of finished product.

Q: Concern expressed regarding density of the project due to the larger buildings.

A: When considering the amount of property developed, our project's density is 5.5 units/acre (well below the 8 units/acre Parkville). As condominium buildings, the developer is willing to commit to the lower end of the 80-100 unit range per larger building with a cap of 85 units per building. Developer is also planning to take an "estate lot" approach which will provide some of the homes on the southern and northwestern part of the development with wooded, undeveloped property. This will increase the amount for the lots as well as fully use the 38.5 acres in the plat of ground.

Q: Concern expressed about the impact of South National homes next to the development

A: There are a combination of items the developer is doing to mitigate the impacts as much as possible for the homes on the edge of the development: a) one way entrance b) existing tree buffer augmented by a berm and additional evergreen trees planted on the berm c) the houses on Magnolia drive would not be impacted at all as that portion of the property will remain wooded/as-is. d) Developer would commit to construction traffic being limited to Crooked Rd. only with no construction traffic on South National.

Q: Concern regarding the development lowering the home value of South National Homes

A: The high-end condominium prices of \$350,000-\$600,000 per unit would exceed the price per sq. ft. of existing South National homes, thus supporting prices in the neighborhood. Many did not realize the price point of our planned product. It is key, however, that we have at least entry only from South National Drive. Without that access, we are unlikely to be able to sell the same price points and thus likely to be forced into a lesser product than high end villas and condominiums.

Q: Question regarding whether the development would be 55+

A: The developer will commit to 55+ age restriction.

Q: Concern regarding rental of condominiums that are sold.

A: Developer is willing to write into the lot sales a prohibition to rent units as long as we have South National Drive access.

Q: We are looking for a place for my mother to live near us. What amenities will the senior project have?

A: We will have a pool, senior oriented fitness facility, a space for physical therapy professions, a space for nursing professionals to help with medication, simply testing, etc. We will have spaces for golf cart storage, outdoor walking trails, and both garage and covered parking.

Q: Will the larger buildings be apartments?

A: The developer will commit to for-sale product only in the development.

Q: General question from both the HOA and residents which can be summed up as "What's in it for the us (the HOA or the neighborhood).

A: The main benefits for the neighborhood are a) the creation of a senior living product that would help retain local residents b) a development that helps maintain/increase their home values c) by joining the HOA, the neighborhood would gain a material amount of ongoing HOA dues in excess of HOA costs. These dues could be used to fund other amenities for the neighborhood such as private road access, golf cart path connection to the Deuce, a South National pool, etc.

Q: Could the larger buildings be moved to the south portion of the property

A: Two main reasons this is not an option: a) the steep topography of the southern portion with no flat ground to produce parking/building footprint which would make this non-economic to develop the larger lots b) the views to the golf course are more valuable than the views of the woods.

Q: Concern expressed that the one-way street could not be enforced

A: The plan for the one-way street would be for a one lane entry that would be angled similarly to an exit ramp from South National drive which would discourage any left turns into the entrance from vehicles headed south on South National Drive as well as discourage any right turns from wrong way exit. A “pork-chop” type set up on the end of the one lane road in the development which would be well marked as “do not enter” would also be in place. The developer explored rumble strips, right turn only onto South National, and gates with the city but all were rejected. The developer “can’t prevent stupid” – ie people who may choose to break the law – but even if this were to occur, it would likely be an insignificantly small number of persons breaking the law and certainly not enough law breaking/non-safety conscious people to create traffic in the South National neighborhood.

April 30, 2021

Stephen Lachky, AICP, CPM, CFM
Community Development Director
8880 Clark Ave,
Parkville, MO 64152 Blue Springs, Missouri 64015

Re: **City of Parkville staff review comments – Platte 38 Preliminary Development Plan**

The preliminary development plans have been revised and resubmitted for your approval.

General Comments

1. Application for Zoning Map Amendment – While the City’s “R-5-P” Multi-Family Residential district permits *Apartment Complex* uses, it does not permit *Duplex* uses. As a result, staff recommends utilizing the City’s “R-4-P” Mixed-Density Residential district for all lots proposed for *Duplex* or *Detached House* uses. Please designate this information on one of the plan sheets, such as the General Layout (Sheet C03).
[Zoning updated.](#)
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[Acknowledged](#)

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[Line colors/weight updated.](#)
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Homeowners Association). All public and private street names will need to be labeled, and staff will review the proposed street names against the regional 911 grid to confirm the names do not conflict with existing addresses on the grid. Lastly, you'll need to indicate (either via watermark, crosshatching or other method) the location of the 100-year floodplain (i.e., Special Flood Hazard Area) and 500-year floodplain (i.e., Regulatory Floodway) if applicable. Also please add a label referencing the FIRM map number and its effective date. A copy of the FIRM Map can be downloaded from FEMA's website via <https://msc.fema.gov/portal/> or can be viewed on the Platte County, Missouri website (<https://www.co.platte.mo.us/>) through their GIS/Mapping webpage.

Preliminary plat sheet added.

5. AutoTurn Sheet – Please include a plan sheet showing AutoTurn movements of a Pierce Velocity fire truck throughout the development, including turning into and out of all parking lot access drives and aisles.
[Auto turn sheet added.](#)
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[Utility plan sheet added.](#)
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[Fire hydrants added every 300ft and at intersections.](#)
8. Pedestrian Plan – Please include a Pedestrian Plan sheet detailing the location of pedestrian infrastructure (via bolder labeling, cross-hatching, or other symbols) including the location of existing sidewalks along N Crooked Rd and S National Dr., proposed internal development sidewalks (specifically those along any public streets, to any existing sidewalks along N Crooked Rd and S National Dr.), the location of any marked pedestrian crosswalks (staff will require these at the internal public streets where they intersect with N Crooked Rd and S National Dr.) and the proposed widths of sidewalks.
[Pedestrian plan added.](#)
9. Photometric Plan Sheet – Please include a lighting plan sheet, in conformance with Section 407.040, showing the location, dimensions/specifications (e.g., mounting height), shielding standards/type and photometric general footprint and impact of lighting throughout the development and on any adjacent properties. See images below as examples.
[Photometrics sheet added.](#)
10. Section View – Please include a cross-section drawing (or drawings if needed) of the site detailing the height of buildings/structures, distances and relationship to adjacent property parcels, relationship to existing topography, as well as proposed topography following grading/land disturbance. This drawing should include a person or motor vehicle for reference/scale. See image below as an example.
[Site cross-section has been provided. Please see sheet L1.10.](#)

11. Illustrative Plan – Per Section 403.040 Master Planned Development in our Title IV – Development Code, an *Illustrative Plan* is required; this may include an illustrative plan that includes renderings, elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details demonstrating how the plan will be executed according to the applicable development standards. Staff recommends including colored visuals of the proposed development from different perspectives (see images below as an examples). The *Illustrative Plan* can be an extension to Sheet A1.00, or renderings on a separate plan sheet.
Illustrative plan has been provided. Please see Sheet SP1.00. Perspective images per staffs recommendation my be provided at a later date.

12. Signage Plans – If known at this time, please include any proposed signage (e.g., monument, wall) for the proposed building and/or site, along with specifications/dimensions. If no signage is proposed at this time, future Applications for Sign Permits will need to comply with the requirements of Section 409.040 Sign Allowances (<https://www.ecode360.com/33171498>).
Monument sign added.

Title Sheet (Sheet C01)

13. Utility Contacts – Please change the names of Missouri Gas Energy to Spire Energy, and Kansas City Power & Light to Evergy.
Utility contacts updated.
14. Summary Table – Please include a brief description of the project (ex: a planned residential development with internal circulation, public streets, private drives and access off of N Crooked Rd and S National Dr.), current zoning (Platte County “RMD” Residential Multiple Dwelling and “R-7” Single-Family High Density) and summary table conveying the proposed uses / residential building types, number of units and parking spaces provided.
Summary table updated.

Existing Conditions (Sheet C02)

15. Property Area – Please label the area (in acres and sq. ft.) of the subject property area, both the portion proposed for annexation into City of Parkville municipal limits and the portion of area outside of the development/annexation limits.
Labels added.
16. Major Contour Lines – Please distinguish major contour lines/intervals on the map; this can be done by bolding them or making them thicker than the other contour lines.
Line weights updated.
17. Existing Zoning – Please label the existing Platte County “RMD” Residential Multiple Dwelling and “R-7” Single-Family High Density zoning on the subject property. If there’s too much clutter on this sheet to depict this, you can add an additional sheet to the plan set.
Existing zoning updated.
18. Adjacent Property Owners – Please label all property owners for adjacent property parcels, specifically those to the south and west of NW Crooked Rd that are not depicted.
Adjacent property owners’ info added.

19. Adjacent Property Addresses – Please include the property addresses of adjacent property owners, as well as Platte County parcel ID numbers.
[Adjacent property info added.](#)
20. Adjacent Property Area – Please include the total acreage of all adjacent property parcels.
[Adjacent property info added.](#)
21. Roadway Name – Please verify if the adjacent roadway is NW Crooked Rd or N Crooked Rd. The Platte County Assessor's Office labels it as "N Crooked Rd".
[Roadway name updated.](#)

General Layout (Sheet C03)

22. Residential Use Table – Please include a table on the sheet listing the number of residential units per type (i.e., apartment/condominium, duplex) and which lots are applicable to those uses, number of total lots, and number of total units.
[Residential use table added.](#)
23. Density Table – Please include a table on the sheet listing the density of the residential units on the subject property as a whole.
[Density table added.](#)
24. Parking Table – In a separate table, or in the residential use table, please indicate the total number of required parking spaces and the total number of provided parking spaces (including accessible parking spaces and bicycle parking spaces per Section 408.030, Subsection D.).
[Parking table added. Bike parking spaces will be provided inside the building.](#)
25. Phase Description – Please include a short description on the plan sheet of the anticipated timeline for the proposed Phase I and Phase II construction/implementation.
[Phase description added.](#)
26. Street Names – Please identify and label all public and private street names; staff will review the proposed street names against the regional 911 grid to confirm the names do not conflict with existing addresses on the grid.
[Street names added.](#)

Development Plans (Sheet C04)

27. Lot and Tract Descriptions – Please include a table on the sheet providing a brief description of each Tract and Lot / Group of Lots (Example: "Tract C is reserved for private open space and landscaping to serve as a buffer between the development and the adjacent residential neighborhood to the east." "Tract A is reserved for private open space for stormwater detention.").
[Lot and tract description added.](#)
28. Landscape Easement – Consider adding a landscape easement at the intersection with N Crooked Rd, which provides access to Tract B should City staff need to access the proposed stormwater detention area.
[Landscape easement added.](#)

-
29. Residential Use Table – Please include a table on the sheet listing the number of residential units per type (i.e., apartment/condominium, duplex) and which lots are applicable to those uses, number of total lots, and number of total units.
[Residential use table added.](#)
30. Bicycle Parking Table – Please indicate the total number of required parking spaces and the total number of provided parking spaces (including accessible parking spaces and bicycle parking spaces). Per Section 408.030, subsection D. of our Development Code, all multifamily uses within 1,000 ft. of a designated bicycle route or trail shall provide 1 bicycle parking space per multi-family dwelling unit. Please indicate on the plan where bicycle parking will be provided; in the past developers have provided bicycle racks outside the building, or in the building inside garages or storage closets.
[Note added indicating that bike parking spaces will be provided inside the building.](#)
31. Street Names – Please identify and label all public and private street names; staff will review the proposed street names against the regional 911 grid to confirm the names do not conflict with existing addresses on the grid.
[Street names added.](#)
32. Existing Sidewalks – Please detail the location of any existing sidewalks along N Crooked Rd and S National Dr.
[Existing sidewalks' location indicated.](#)
33. Proposed Sidewalks – Please connect the internal development sidewalks (specifically those along any public streets) to any existing sidewalks along N Crooked Rd and S National Dr. If there are no existing sidewalks along N Crooked Rd., please coordinate with the Platte County Planning and Zoning Department and/or Public Works Department regarding how to design the end of the sidewalks so they're compatible with future plans for pedestrian infrastructure along N Crooked Rd.
[Proposed sidewalks' connections to existing indicated.](#)
34. Proposed Crosswalks – Please indicate the location of any marked pedestrian crosswalks. Staff will require these at the internal public streets where they intersect with N Crooked Rd and S National Dr.
[Proposed crosswalks indicated.](#)
35. Sidewalk Widths – Please indicate the proposed widths of sidewalks throughout the development on the sheet.
[Sidewalk widths indicated.](#)
36. Public vs. Private Infrastructure – Please delineate any public streets from private streets/drives in the development plan in more detail, as well as public vs. private curbs. This can be done on a subsequent plan sheet if needed to avoid clutter.
[Acknowledged.](#)
37. Street Dimensions – Please add the width dimensions for Drive A and Drive B, as well as the radius of the cul-de-sac in Drive B.
[Street dimensions provided.](#)
-

-
38. Parking Lot Dimensions – Please indicate the dimensions of the parking lots, specifically the drive aisle widths and parking stall dimensions.
Parking lot dimensions added.
39. Building Dimensions – Please show the dimensions / distance from the apartment/condominium building facades to the curb where the parking stalls begin.
Building to the sidewalk dimensions provided.
40. Parking Lot Island Dimensions – Please show the dimensions of median islands throughout the parking lot.
Parking lot dimensions added.
41. Drive Aisles – Consider widening any drive aisles where there are tight turning radius' or where there are conflicts with AutoTurn movements from a Pierce Velocity fire truck.
Acknowledged.
42. Roll-Back Curbs – Consider utilizing roll-back curbs throughout the parking lot, especially on drive aisles with tight turning radius' or where there are conflicts with AutoTurn movements from a Pierce Velocity fire truck.
Acknowledged.
43. Off-Street Loading – Please indicate if any off-street loading spaces will be provided for the apartment/condominium buildings.
No off-street loading will be provided.
44. Trash Dumpsters – Please indicate the location of any trash dumpsters to be provided for the apartment/condominium buildings. Please be aware that any outdoor dumpsters / trash receptacles will need to be stored inside a structure or enclosure constructed of a durable material designed to withstand regular use by heavy equipment; or a fence (typically opaque) or ornamental wall that provides a solid screen.
Trash dumpster location indicated.

Grading Plan (Sheet C05)

45. Reference – Please include the following reference on the plan sheet: “Per *Title IV – Development Code*, Section 407.050, Subsection A. a Macro Storm Water Drainage Study for Platte 38, City of Parkville, Missouri (prepared by Renaissance Infrastructure Consulting; dated April 2021) has been submitted to the City of Parkville’s Public Works Department for review and approval.”
Note added.

Apartment Site Plan (Sheet C06)

46. Retaining Wall – Please note that any retaining walls greater than 48 in. in height will require an Application for Building Permit be submitted to the Community Development Department, as well as a structural engineer’s report for said retaining wall(s).
Acknowledged.
47. Parking Lot Dimensions – Please include all dimensions throughout the parking lot (i.e., parking lot aisle widths, parking stall dimensions)
Dimensions added.

48. Sidewalk Hatch Legend – It's hard to distinguish the location of sidewalks based on the hatching symbology used. Please use a different hatching or darker color to distinguish on the plan sheet.

[Hatch updated.](#)

Tree Landscape Plan (Sheet L1.00)

49. American Standards for Nursery Stock (ASNS) – In the "General Notes" section, please include the following note: "All landscape materials shall meet the American Standards for Nursery Stock (ASNS), published by the American Nurserymen's Association, and be selected for its native characteristics or survival in the climate for the Kansas City region, and be planted and maintained per ASNS specifications."

[Note has been added to sheet L1.00.](#)

Elevation Plans (Sheet A1.00)

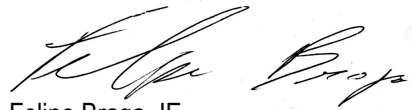
50. Color Renderings – Please include color renderings of what the proposed elevations/facades would look like. See below for an example.

[Proposed elevations have been rendered. Please see sheet A1.00.](#)

51. Material Board – Please include a material board palette of proposed siding materials. See below for an example.

[Material board palette has been included on sheet A1.0.](#)

RENAISSANCE INFRASTRUCTURE CONSULTING



Felipe Braga, IE
Design Engineer

DESIGN MEMORANDUM

To: Stephen Lachky, AICP, CPM, CFM (Community Development Director)
Alysen M. Abel, P.E., MPA (Public Works Director)

From: David J. Mennenga, P.E., PTOE

Date: April 28, 2021

Subject: Platte 38 Traffic Impact Study Report – On-Call Traffic Engineering Review

As requested by the City of Parkville, GBA's traffic engineers have completed an independent review of the submitted Traffic Impact Study (TIS) in association with the proposed Platte 38 development, which will be located to the south of Missouri Highway 45 / Tom Watson Parkway (i.e., MO-45) between the existing intersections with S. National Parkway and NW Crooked Road. The TIS report for this "Parkville Multifamily" development was prepared by Merge Midwest Engineering and submitted on April 7, 2021.

Overall, we find that this TIS process followed the accepted industry-standard procedures and methodologies for a traffic study that is appropriate in scope/scale for a development like the one that is proposed. We are in concurrence with the assumptions and engineering judgements made within this report, which lead to the general conclusion that overall traffic operations within the study area will not be drastically affected by vehicle-trips associated with this development. We would offer the following comments and general observations about the submitted TIS report, the study procedures, and its conclusions/recommendations:

- The TIS procedure included an appropriate set of traffic counts at the specified study intersections and along the adjacent roadway corridors. Both peak period turning movement counts for all study intersections and two-way Average Daily Traffic (ADT) counts on the adjacent roadways were completed.
- The consultant provided a thorough review of the current traffic counts versus historic counts available from both MoDOT and other TIS reports that have been previously submitted to the City. Except for one specific case (i.e., eastbound MO-45 during the A.M. peak hour), most existing volumes were found to be higher than pre-COVID levels in 2019. For that eastbound MO-45 traffic flow, an appropriate COVID-related volume increase was made. We agree with the need for an adjustment and approve of the methodology of adjustment that was used by the consultant. In summary, we concur with the resulting "existing baseline" traffic volumes that have been used as a basis for the remainder of the traffic study.

- Based on the discussions and photographs provided on pages 4-5 of the TIS report, there are no apparent sight distance issues at the proposed development street connections onto either NW Crooked Road or S. National Parkway.
- As shown in *Table 3* on page 7, the anticipated trip generation for this proposed multi-family development is expected to be relatively low. Site-generated trip production (i.e., 103 total trips during the A.M. peak hour, and 130 total trips during the P.M. peak hour) only slightly exceeds the generally accepted minimum threshold from the Institute of Transportation Engineers (ITE) that indicates the need for a detailed traffic study.
- The trip distribution pattern utilized in this traffic study was logically based on the existing volumes and traffic flows. We agree that this pattern, as shown on *Figure 2*, is appropriate, particularly the assignment of east-west traffic accessing MO-45 via the NW Crooked Road and S. National Parkway study intersections. It should be noted that the traffic study assigns a small amount of development-related traffic to/from the south along both NW Crooked Road and S. National Parkway (i.e., only 5% on each route) in order to provide a conservative evaluation of these potential trips. While it is not expected that most residents of this development will choose to utilize these routes, as compared to the improved access/capacity provided by the MO-45 corridor, these public roads do provide direct connections to Highway FF/River Road, Limestone Road, and Bell Road that may be desirable for certain specific trips that these residents may need to make.
- This traffic study includes an appropriate consideration of additional “planned” traffic from the unbuilt portions of three developments that have been previously approved by the City. These previously approved developments included the Apex Plaza mixed-use commercial development and the Bella Vista apartments located to the east of the study area near MO-45/Bell Road, as well as the National Offices site that is located along the north side of MO-45 just to the north of this proposed development (i.e., with its access provided between the two study intersections).
- We agree that the consultant’s use of a 2% annual growth rate based on historic growth MO-45 traffic volumes from MoDOT maps is both appropriate and conservative. It should be noted that this future traffic growth was applied to the mainline highway volumes only, and not to the turning movements at the two study intersections on MO-45. We agree with the consultant’s assessment that, except for this proposed multi-family development site, the surrounding vicinity is already generally developed. While some future development areas do still exist to the west, direct access to NW Crooked Road and these study intersections would not be possible without providing bridge crossings of Rush Creek.
- The capacity analyses reported in the TIS used the latest softwares and recommended methodologies. The consultant’s use of Synchro 11 and SIDRA 9 represent the traffic engineering industry’s current ‘best practices’ for the scope and scale of this study.

- The TIS reports that MUTCD traffic signal warrant criteria at the study intersection of MO-45 with NW Crooked Road is satisfied for the existing and “existing + site” conditions during the P.M. peak hour (i.e., Warrant 3). The current Level of Service (LOS) and vehicle queuing for the northbound approach to this intersection will obviously be degraded further with the addition of traffic from both this proposed multi-family development and the nearby development projects that have already been approved by the City. We do agree with the consultant’s current recommendation to continue monitoring the traffic conditions and any future crash experience at this location to ultimately determine the critical need for future safety improvements, at which time the installation of a traffic signal should be considered by the City and MoDOT.
- However, it may also be advisable for the City to consider requesting an escrow contribution from this developer toward the future design/construction costs of a traffic signal at this location that is commensurate with the site’s projected traffic contributions. The consultant indicates in the Summary & Recommendations section on page 12 of the report that only about four percent of the total entering traffic volume at MO-45/NW Crooked Road is generated by the proposed development during the “existing + site” traffic volume scenario. With the addition of traffic from the previously approved “planned” projects and future background traffic growth on MO-45, we have calculated that the development-related traffic will represent less than three percent of the intersection’s total entering traffic under the projected 20-year conditions.
- The TIS report indicates that the auxiliary turn lane warrants for an eastbound right-turn lane on MO-45 at the NW Crooked Road intersection is nearly satisfied under the “existing + site + planned” traffic volume scenario. However, we concur with the consultant that this geometric improvement would no longer be justified if the intersection is instead signalized in the future.
- Regarding future improvements at the intersection of MO-45/NW Crooked Road, the TIS report provides supplemental analyses of the future peak hour conditions with either the addition of traffic signal control or conversion to a roundabout. The reported results indicate that better LOS and vehicle queuing conditions could generally be achieved with a future roundabout. However, we would note the significant differences in design/construction costs to the City and MoDOT that would be expected for these two improvement alternatives. Currently, we would estimate the cost of a traffic signal at this location to be in the \$200,00 to \$250,000 range. Even with inflation and material cost escalations associated with deferring this improvement into the future, the installation of a traffic signal will still be a considerably more cost-effective alternative for improving the operations and safety of the intersection, as compared to a multi-lane roundabout configuration that could cost upwards of \$2,000,000 for design/construction.

cc: KGM, BAB, file

From: Dave Mennenga <dmennenga@gbateam.com>
Sent: Tuesday, August 03, 2021 10:46 AM
To: Stephen Lachky <SLachky@parkvillemo.gov>
Cc: Bryan Blizzard <bblizzard@gbateam.com>; Alysen Abel <AAbel@parkvillemo.gov>; Brad Stanton <BStanton@parkvillemo.gov>
Subject: RE: Updated Traffic Study

Stephen,

I have completed my review of this new TIS report and spoke with Janelle Clayton yesterday afternoon, too. I don't think there's anything of concern from a technical standpoint, as we knew going in that this configuration was going to concentrate all of the traffic movements at the MO-45/S. Crooked Road intersection.

We have several options to consider for any future improvements the City might want there:

- An eastbound right-turn lane is warranted for the "existing + site" conditions, but only if the intersection remains unsignalized.
- The intersection will likely warrant future traffic signalization, especially as traffic volumes increase on MO-45 or any safety concerns develop. The study focuses on the NB LT vehicle queue length still being acceptable, but I have additional concerns regarding the increasing delay times up to 2-3 minutes... this factor is what will cause drivers to get impatient and attempt riskier turning maneuvers into smaller vehicle gaps along the highway that may result in crashes.
- The study indicates 6-8% of the intersection traffic is associated with this development... Alysen and I previously discussed whether any contribution toward a future traffic signal should be included in a City/developer agreement?
- Our recent discussions with you and Alysen of other alternatives for the intersection, like possible realignment of S. Crooked Road into a single roundabout with N. Crooked Road or a combined "dog bone / peanut" roundabout configuration for both intersections, would negate most of the other needs above (pending completion of the study, TEAP or otherwise)? It wouldn't make sense to add any of those things if the ultimate configuration at the intersection will be completely different in the future.

I'll be available this afternoon (after 2:00) or later this week, if you'd like to discuss anything prior to the meeting on Tuesday evening...

Thanks,
Dave

David J. Mennenga, PE, PTOE
Associate

GBA
9801 Renner Boulevard | Lenexa, KS 66219-9745
P (913) 577-8214 | M (913) 486-3628

www.gbateam.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

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APRIL 29, 2021

MEMORANDUM TO: ALYSEN ABEL, CITY OF PARKVILLE

FROM: VSM ENGINEERING, LLC - SARAH BEERS, P.E.

RE: PRELIMINARY REVIEWS FOR PLATTE 38 SITE

We have reviewed the following initial study stormwater study and have the following initial comment listed below. Criteria used was APWA 5600.

Project: Platte 38, Parkville, MO - Submittal Date: April 2021

1. If the City of Parkville has adopted the “MARC/APWA Manual of Best Management Practices for Stormwater Quality, October 2012”, addition of BMPs according to these guidelines should be added to this drainage study. Provide worksheets 1 and 2, and a map showing all BMPs and drainage areas to each BMP.
2. Emergency spillway (overflow elevation) should not be the same as the top of pond elevation, and should be 0.5 feet above the 1% storm elevation in the pond. Top of embankment elevation should be 1 foot above the 1% storm elevation in the pond. See APWA requirement below.

F. Emergency Spillways: The emergency spillway may either be combined with the outlet works or be a separate structure or channel meeting the following criteria:

1. **Elevation:** Emergency spillways shall be designed so that their crest elevation is 0.5 feet or more above the maximum water surface elevation in the detention facility attained by the 1% storm.
2. **Capacity:** In cases where the impoundment/emergency spillway is not regulated by either State or Federal agencies, the emergency spillway shall be designed to pass the 1% storm with 1 foot of freeboard from the design stage to the top of dam, assuming zero available storage in the basin and zero flow through the primary outlet. This design provides an added level of protection in the event of a clogged primary outlet or a subsequent 1% storm event that occurs before the flood pool from the initial storm event recedes to the principal outlet elevation.

3. Time of concentration of 38.69 minutes for existing south basin may exceed APWA requirements. APWA limits "Inlet time" (a portion of the total time of concentration) to a maximum of 15 minutes. Verify that inlet time calculated is less than 15 minutes. Adjust as necessary.
4. Table 4 – Curve number for the NE Undetained area decreases in the proposed condition. This is unexpected since a duplex is added in this drainage area. Provide justification for proposed conditions curve number.
5. Model input data for area NE Undetained – Some soil group designations changed between the existing and proposed models. Also, the "1/3 acre lots, 30% impervious" land use refers to single family neighborhoods, but is used for duplexes in this study. This affects curve numbers. Verify that correct land use and soil groups are used.
6. APWA requires that MACRO study show impacts on the larger watershed such that the project site is only 10% of the total watershed. A more general watershed analysis is required as part of this study. See APWA guidance below (page 56-9).

To identify existing local flooding problems, the stormwater management study for a development project shall include an analysis of the existing downstream drainage system to the point the development's land mass is less than 10% of the total watershed, unless waived by the City/County. The City/County may require additional analysis of the downstream drainage system to identify flooding problems, especially in sensitive areas or where flooding has occurred downstream.

South National Crime Stats

January 1 through December 31, 2020

Stealing from Autos – 3

10200 block of Magnolia – 1-29-20/9:45pm to 1-30-20/9:00am

Vehicle parked in front of residence unsecured and a backpack was taken.

10300 block of Magnolia – 7-31-20/9:00pm to 8-1-20/4:30pm

Vehicle left unsecured and wallet with cash taken.

6100 block of South National – 7-31-20/8:00am to 8-1-20/7:00am

Victim stated truck was locked but no signs of forced entry were observed. Several thousand dollars worth of personal items were taken.

Burglary – 3

5800 block of South National -4-7-20 from 6:00pm to 9:30pm

Garage door left open with miscellaneous tools taken.

6200 block of South National – 10-12-20/7:00pm to 10-13-20/7:00am

House vacant and being renovated with a paint sprayer taken. Plastic cut covering the garage door to gain entry.

10300 block of Magnolia – 11-8-20/11:30pm to 11-9-20/6:30am

Suspect apparently used a garage door opener from an unsecured vehicle in the driveway to enter the garage and took a vehicle with the keys left in it along with a purse.

South National Crime Stats

January 1 through April 26, 2021

Stealing from Autos – 0

Burglary – 1

9800 block of Apple Blossom Lane – 1-22-21/5:00pm to 1-23-21/4:30am

Garage door left open and miscellaneous tools taken from a vehicle.

Motor Vehicle Crashes – 1 with injury

January 1, 2020 through April 26, 2021

45 Highway and North National in the roundabout – 5-26-20/4:34pm



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

To: Utility Providers
From: Stephen Lachky, Community Development Director
Date: Wednesday, April 14, 2021
Re: **Utility Provider Verification – Platte 38 Planned Residential Development**

Enclosed for your review and comment is the preliminary development plan for Platte 38, a planned residential development consisting of apartment/condominium buildings and duplexes on 38.24 acres, more or less, generally located to the north of Walnut Creek Acres No 4 subdivision, to the south of The Deuce at The National Golf Club of Kansas City, and to the west of The National 7th subdivision between N Crooked Rd and S National Dr. in Unincorporated Platte County, MO 64152. Please take a moment to answer the following questions pertaining to your awareness of the project, potential service limitations, adequacy of proposed easements and additional issues. Please mail or email your responses by Monday, May 3, 2021 to:

Stephen Lachky, AICP, CPM, CFM
Community Development Director
8880 Clark Ave
Parkville, MO 64152
slachky@parkvillemo.gov

Thank you for your time and attention to this matter.

1. Have you met with the applicant to review the proposed site plan? ☐ Yes ☒ No
2. Can you provide adequate service to the proposed development?
If limitations, please explain _____

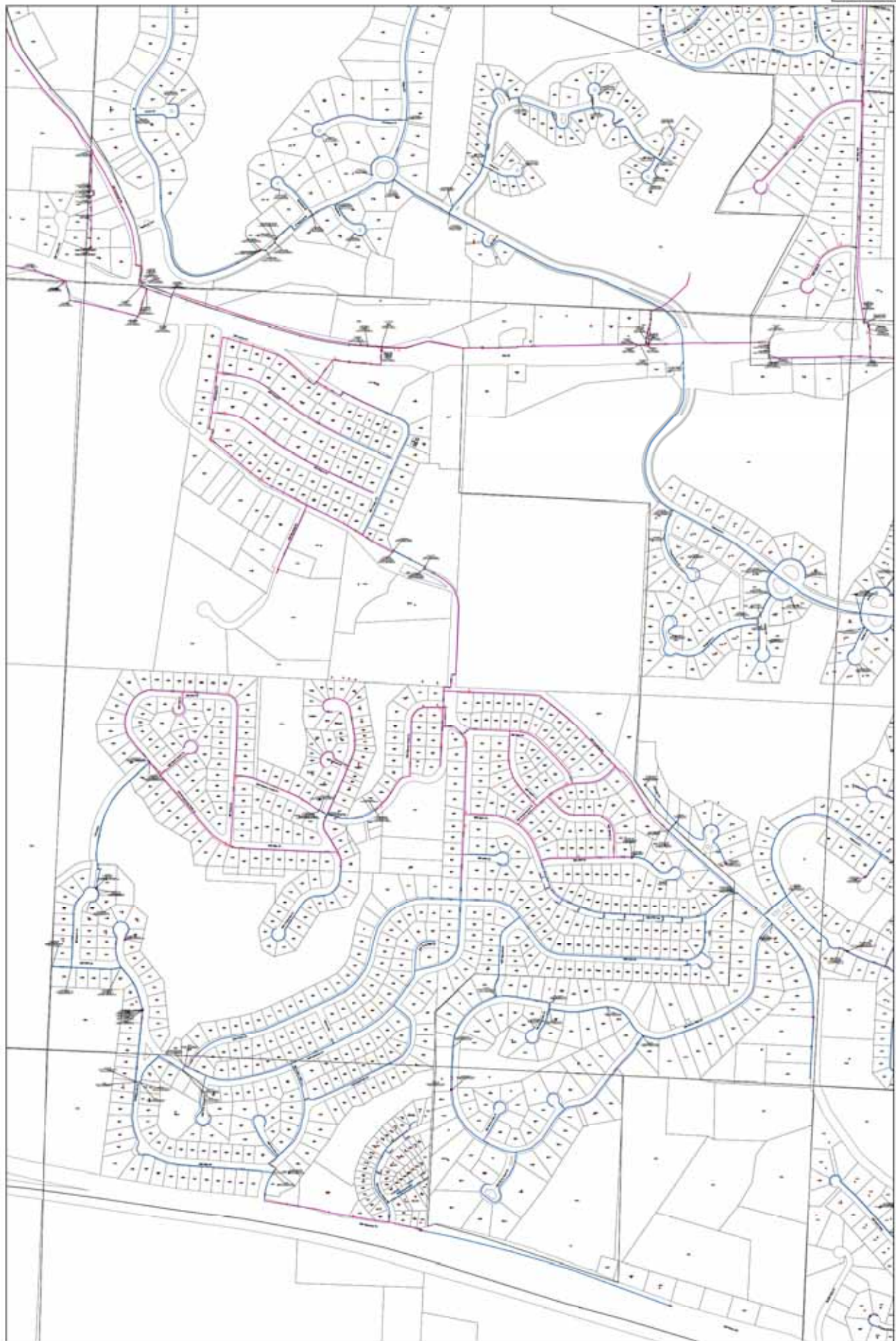
_____ ☒ Yes ☐ No
3. Are the utilities and easements shown on the plans adequate?
If not, please explain _____

_____ ☒ Yes ☐ No
4. Are there any other issues that need to be addressed?
If so, please describe _____

_____ ☐ Yes ☒ No

Additional comments may be included on a separate sheet

Name: Chris Collins
Title: Area Manger - Construction Engineering
Agency: Spire
Date: 4/16/2021
Signature: Chris Collins



CAUTION: The gas mains/facilities information that is provided on this map/print are for planning purposes only.

- This map/print should not be shared with any other parties.
- Location and depth of our facilities, is based on recent information at time of installation.
- Due to possible changes that could take place since our installation, the exact location and depth may differ from what is depicted on this map/print.
- THE LOCATION OF GAS SERVICE LINES ARE NOT SHOWN ON THIS MAP.

Prior to construction, you must contact the state one call system to have the exact location of Spire facilities located. Excavators are reminded that they are required to dig in a careful and prudent manner, including exposing the facility by hand before the use of mechanical equipment. You should call two working days prior to digging. In no event should you begin any underground construction until gas facilities have been located and marked. Missouri One Call must be notified (1-800-ONE-CALL or 811), or online at www.mocall.com

spire
Revised: 4/7/2017



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Thank you for your time and attention to this matter.

1. Have you met with the applicant to review the proposed site plan? ☐ Yes ☒ No
2. Can you provide adequate service to the proposed development?
If limitations, please explain _____

3. Are the utilities and easements shown on the plans adequate? ☐ Yes ☐ No
If not, please explain N/A NO SEWER PLANS
4. Are there any other issues that need to be addressed? ☐ Yes ☒ No
If so, please describe _____

Additional comments may be included on a separate sheet

Name: DAN KOCH
Title: EXECUTIVE DIRECTOR
Agency: PCRESD
Date: 4/20/21
Signature: [Signature]



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

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Stephen Lachky, AICP, CPM, CFM
Community Development Director
8880 Clark Ave
Parkville, MO 64152
slachky@parkvillemo.gov

Thank you for your time and attention to this matter.

1. Have you met with the applicant to review the proposed site plan? ☐ Yes ☒ No
2. Can you provide adequate service to the proposed development? ☒ Yes ☐ No
If limitations, please explain _____
3. Are the utilities and easements shown on the plans adequate? ☐ Yes ☒ No
If not, please explain No easements shown. Water line is shown in right-of-way.
4. Are there any other issues that need to be addressed? ☐ Yes ☐ No
If so, please describe Unknown at this detail level. fire lines & meters ~~near~~ for condominiums

Additional comments may be included on a separate sheet

Name: Roger Sparks
Title: Engineering Manager
Agency: Missouri American Water
Date: 4-21-21
Signature: [Signature]



Platte County Planning and Zoning

Planning * Zoning Enforcement * Engineering * Stormwater Management * Building Inspections * GIS

April 29, 2021

City of Parkville
ATTN: Stephen Lachky, AICP
8880 Clark Avenue
Parkville, MO 64152

RE: Public Hearing Notice.

Dear Stephen:

We appreciate notification of the upcoming Public Hearing to consider an Application for Zoning Map Amendment and an Application for Preliminary Development Plan for Platte 38, a planned residential development consisting apartment/condominium buildings and duplexes on 38.24 acres, more or less, generally located to the north of Walnut Creek Acres No 4 subdivision, to the south of The Deuce at The National Golf Club of Kansas City, and to the west of The National 7th subdivision between N. Crooked Rd and S. National Drive in Unincorporated Platte County, MO. We assume annexation of the property will be forthcoming. If not, the applicant will need to contact the Platte County Planning and Zoning Department about filing the appropriate rezoning and development applications. We suggest the applicant perform an appropriate Traffic Impact Study to show any impact the development would have on the surrounding roadway network including roads not currently within the City of Parkville such as N. Crooked Road. Please include Platte County, the Parkville Special Road District and MoDOT in the Traffic Impact Study review process. We also suggest the applicant perform an appropriate Storm Drainage Study to assess stormwater run-off from the site.

Sincerely,

Jason Halterman
Assistant Director



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

To: Utility Providers
From: Stephen Lachky, Community Development Director
Date: Wednesday, April 14, 2021
Re: Utility Provider Verification – Platte 38 Planned Residential Development

Enclosed for your review and comment is the preliminary development plan for Platte 38, a planned residential development consisting of apartment/condominium buildings and duplexes on 38.24 acres, more or less, generally located to the north of Walnut Creek Acres No 4 subdivision, to the south of The Deuce at The National Golf Club of Kansas City, and to the west of The National 7th subdivision between N Crooked Rd and S National Dr. in Unincorporated Platte County, MO 64152. Please take a moment to answer the following questions pertaining to your awareness of the project, potential service limitations, adequacy of proposed easements and additional issues. Please mail or email your responses by Monday, May 3, 2021 to:

Stephen Lachky, AICP, CPM, CFM
Community Development Director
8880 Clark Ave
Parkville, MO 64152
slachky@parkvillemo.gov

Thank you for your time and attention to this matter.

1. Have you met with the applicant to review the proposed site plan? ☒ Yes ☐ No
I have reviewed the site plan, but not met with applicant.
2. Can you provide adequate service to the proposed development? ☐ Yes ☐ No
If limitations, please explain *Because the TIS was based on Peak Hour Volumes only, we were not able to determine if a signal or right/left turn lanes were warranted at the Crooked Rd/Mo 45 intersection.*
3. Are the utilities and easements shown on the plans adequate? ☒ Yes ☐ No
If not, please explain _____
4. Are there any other issues that need to be addressed? ☐ Yes ☐ No
If so, please describe *Please copy me in on your recommendations and any phasing for this development.*

Additional comments may be included on a separate sheet

Name: *Melissa Roberts*
Title: *Traffic Specialist*
Agency: *Missouri Dept of Transportation*
Date: *5-5-2021*
Signature: *Melissa Roberts*

May 7, 2021

Mr. Stephen Latchky, AICP, CPM, CFM
Community Development Director
City of Parkville, Missouri
8880 Clark Ave
Parkville, MO 64152

**RE: Platte 38
Traffic Impact Study Review**

Dear Stephen,

We have reviewed the Traffic Impact Study dated April 7, 2021 as well as the Design Memorandum from GBA dated April 28, 2021, on behalf of the Parkville Special Road District. Please see comments below:

1. The proposed development will have an impact on the intersection of MO-45 Hwy and N Crooked Rd. As indicated in the GBA Memorandum, the Road District would agree an escrow contribution is warranted from this development for improvements to the intersection of MO-45 Hwy and N Crooked Rd. Escrow contribution to be coordinated with Platte County, in conjunction with the Road District.
2. Per Sec 405.170.A.16 of the Platte County Subdivision Regulations, right-of-way for ½ of N Crooked Rd shall be dedicated with the Final Plat. N Crooked Rd is classified as a Secondary Arterial road and requires 40ft of right-of-way from centerline. Also N Crooked Rd shall be improved along the entire frontage to Secondary Arterial standards.

If you have any further questions, or if we can be of any assistance, please do not hesitate to email at bcox@ric-consult.com or call at (816) 800-0953.

Sincerely,



Brett A. Cox, P.E.
Project Manager



June 10, 2021

City of Parkville

**RE: Will Serve Letter
Genesis Companies
Platte 38**

Dear customer,

This letter is to confirm that there are electric services and facilities in the area to serve the above referenced project. An extension and/or upgrade of Evergy's electrical facilities will be required and installation will proceed according to Evergy's Electric Standards and the developer's requirements.

Evergy can provide a cost estimate once the required information is provided per Evergy's Initial Project Completion Checklist and Electric Application and Evergy prepares a design. Please have the developer contact me for the forms and applications.

If I can be of further assistance, please contact me at 816-810-7561 or by email at melissa.feltes@evergy.com.

Sincerely,

Melissa Feltes

Melissa Feltes
General Design Technician
Evergy
8325 N. Platte Purchase Dr.
Kansas City, MO 64118
816-810-7561

From: Nikki Fisher <nfisher@avidphone.com>

Sent: Wednesday, April 14, 2021 9:37 AM

To: Stephen Lachky <SLachky@parkvillemo.gov>; Robert Lock <RLock@parkvillemo.gov>; Doug Wylie <DWylie@parkvillemo.gov>

Subject: Deuce High Density Apartments

Hello,

I am a homeowner on South National Drive (6126). I oppose the proposed development of apartments above the eighth hole at the Deuce. We already experience street crime in the form of vandalism and car break-ins, and we already have unsafe traffic with people cutting from Crooked Road to Tom Watson Parkway by way of South National Drive. This makes me nervous for my children, who play in the neighborhood and walk to their friends' houses.

Both of these issues would be worse if the proposed development moves forward, particularly in that there is proposed access directly to South National Drive.

Thank you,

Nikki Fisher

Sr. Account Executive

NFisher@avidphone.com

Avid Communications

816-994-7050 Avid Button

816-994-7065 direct and text

816-979-3965 fax

913-999-0195 cell and text

[LinkedIn](#)

MEET THE STAFF

For all customer service related questions and requests, please be sure to use service@avidphone.com or call 816-994-7050



From: jerryonly.felker <jerryonly.felker@gmail.com>
Sent: Monday, April 19, 2021 3:58 PM
To: Stephen Lachky <SLachky@parkvillemo.gov>
Subject: Platte 38

I as a long time resident of the national, do not feel that the proposed Platte 38 project is acceptable for our community. I have been told that traffic studies have been done and the current infrastructure is adequate for the project on both hy45 and south national drive. I do not see how that can be true as much of the roads here are in need of repair.

I see the plan of 200 apartment and 300 parking spaces with 4 story buildings not fitting in our town, or in my neighborhood. Several duplexes on the site (closer to crooked road) and no drive thru to South national drive is a far better plan.

Thank you for your time

Jerry Felker
6215 Brassie lane

Sent via the Samsung Galaxy A52 5G, an AT&T 5G smartphone

From: Jordan Frost (PMC) <JFrost@primehealthcare.com>
Sent: Wednesday, April 21, 2021 3:29 PM
To: Stephen Lachky <SLachky@parkvillemo.gov>
Cc: Shawn Frost <shawn.frost@me.com>
Subject: Proposed Senior Complex on hole #8

Hello Mr. Lachky,

I am emailing you in regards to the new Senior Complex that is proposed to go in just south of hole #8 on the Deuce side of the National.

We believe, with the support of many others on South National Drive and the neighborhood, that the HOA should not allow access for this project to South National. This will not only damage and hurt the neighborhood, but also will create chaos for several months, if not years, for our access out of South National Drive. It will lead to more "cut throughs" and heavier traffic for those of us who access South National Drive each and every day. Lastly, this will eliminate our ability to ever privatize our neighborhood roads, which was a big priority just recently for the HOA and one I feel many of us are in favor of doing sooner rather than later. There is no reason if this project is approved by the Planning and Zoning Committee, that the access cannot be zoned and done off of Crooked Road. Of course many of us are not in favor of this project at all, but we definitely do not want an access point leaking into our neighborhood off of South National Drive.

As for the planning and zoning of this project, which is why I am emailing you, the above is just one issue we have with this proposed project and complex. The main issue that I would like shared with P&Z as part of your May 11th meeting is a 4 story construction (townhomes) in the middle of a residential neighborhood is not appropriate for the residential areas of Parkville. The south side of the National does not have the capacity for the density that this complex would bring, nor do we want a 2-4 story complex part of a home-based residential development. The proposed access road off of South National Drive would also be entirely too close to the corner home off of Persimmons and would drastically impact Persimmon's ability to exit their road with increase traffic flow. Unless the Master Plan has changed for Parkville or the National, there should not be allowed a complex like this to be built to increase high density in a multifamily area.

Thank you for your listening ear and I hope this will be shared at the May 11th P&Z Meeting and brought to the attention of those who are proposing this complex. I know I speak on behalf of the majority of the South Side residential home owners of the National. I plan on being at the meeting as well.

Jordan Frost
Regional Manager, Volunteer Services and Gift Shop Manager
8929 Parallel Parkway Kansas City, KS 66112
Phone: (913) 596-4195
jfrost@primehealthcare.com



**Providence Medical Center
Saint John Hospital**

Member of Prime Healthcare



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From: Ray Miller <1ray.miller@gmail.com>

Sent: Thursday, April 22, 2021 1:27 PM

To: Stephen Lachky <SLachky@parkvillemo.gov>

Cc: Robert Lock <RLock@parkvillemo.gov>; Doug Wylie <DWylie@parkvillemo.gov>

Subject: Platte 38 High Density Apartment Project...

Dear Mr.Lachky,

My wife and I have several issues with the proposed project being discussed along the hill on #8 fairway at the Deuce... I have copied our Aldermen so they are aware of our concerns as well.

1. Accessing the proposed project from S. National creates another cut through from Crooked Road through the neighborhood. As the connection to Crooked did several years ago, this will lead to even heavier "cut through" traffic on our neighborhood streets.
2. Density of new project inside the existing neighborhood is not consistent with the National planned community (the townhouse units aside) or the cities Master Plan.
3. 4-story construction in the middle of the residential neighborhood is not appropriate for the residential areas of Parkville much less, the National community. It along with the cut through from Crooked road and the high density units being proposed on 45 highway along the 10th Fareway will create a tremendous amount of traffic for the neighborhood at the roundabout and National Drive. Currently, at certain times of the day, this traffic feature is dangerous to those trying to enter into the neighborhood be it north or south!
4. The proposed access road on National Dr. far too close to Persimmon and far too close to the houses near that corner.

Mr. Lachky, as a long time National resident (17yrs), I believe the Planning and Zoning should not approve the proposed project and that if granted, it will damage property values and create a dangerous level of traffic when accessing either the neighborhood or the golf course!

Thank you and please contact either of us with questions...

Regards,

Ray and Kim Miller
10210 Magnolia Lane
1ray.miller@gmail.com

From: Fisher, Christopher <cjfisher@bclplaw.com>
Sent: Monday, April 26, 2021 9:40 AM
To: Stephen Lachky <SLachky@parkvillemo.gov>
Cc: allysonberb@yahoo.com
Subject: Platte 38 - Neighborhood Concerns

Stephen- I am sending this to you for distribution to the members of P&Z in preparation for the May 11 meeting. Please place this communication into the P&Z meeting packets for each member. Thank you.

Ladies & Gentlemen-

My family has owned and lived in a home on the South side of the National for about 15 years. I am engaged in the Parkville community and am a former Ward 3 Alderman. I am writing in opposition to the Platte 38 apartment project proposed to be located just South of The Deuce Golf Course between S. National Drive and Crooked Road.

While we have several concerns, our most serious objection is to the connection of the project to S. National Drive. Adding another connection between Crooked Road and S. National will make even worse, the traffic problems that were created when Crooked Road was connected to Bell Road through our neighborhood (and which has resulted in the placement of two permanent radar-based speed indicators signs along the route). The proposed new access to S. National will not only result in another 450 +/- vehicles on the neighborhood streets every day just from the new residents, but will create a convenient traffic-light-free access through our neighborhood from anywhere West of Crooked Road to Parkville Commons, downtown Parkville and the 9 Hwy corridor to NKC and Downtown KC. The developer's access to S. National exists for no other reason than the financial benefits they will derive from that entry point. The project could be completed with Crooked Road access only (which access is outside of an immediate neighborhood), but that is just not as valuable the developer.

In addition, based on the proposal we have seen, the connection to S. National is unreasonably close to existing homes at and near the corner of Persimmon and S. National. In fact, it will leave the house on the SW corner of S. National and Persimmon with roads up to the property line on three sides of the house and will result in a steady stream of headlights shining into the living rooms of the two houses on the East side of S. National at Persimmon. In addition, it appears (but would need to be confirmed with actual drawings) that the centerline of the proposed new road might be less than 150 ft. from the centerline of Persimmon, thereby creating a potentially dangerous traffic situation at the two intersections. It is very close to the minimum APWA standard for separation, and that is before accounting for the fact that the roads are on a relatively steep grade off of S. National.

We understand that the developer has a traffic study which indicates a 5% increase in neighborhood traffic. I believe that is based on travel time to Parkville Commons. I don't buy the conclusions in the traffic study because I think there is a preference (having to do nothing to do with drive time) to go through the neighborhood instead of navigating a busy 45 highway (especially during Graden Elementary drop off and pick up times) to get to Parkville Commons, downtown Parkville or Riverside. I think people would gladly trade a 30 second difference (and a risk of hitting one, two or three stoplights depending on where they are headed) for the more calm and pleasant drive through the neighborhood. The traffic study just does not take the human factor into account.

Apart from the traffic issues, I am also very concerned about the appropriateness of the project in this part of Parkville at all. While there may or may not be a need for senior housing, I don't think this is the right place for a couple of high density apartment buildings. I understand the overall acreage supports the number of units, but that is a misleading calculation. Much of the 38 acres is not developable (or usable for much of anything), and those areas are still counted for the density tests. So as a practical matter (as opposed to a technical legal matter), what that really means is that the project is a high density project being put in the middle of a pretty low density residential neighborhood. I suspect the developer would not be getting as much pushback if the entirety of the project was low density multi (similar to the Limestone Neighborhood). But I don't think that would allow the developer to make enough profit for them to do the project.

The proposed development property currently lies in unincorporated Platte County. Further, it does not actually connect to S. National Drive from the West. The National Property Owner's Association (the "HOA") owns a 10ft strip between the development property and S. National Drive (which was presumably put in place for this exact situation – so that the HOA has some control over what gets connected to S. National Drive). As a result, the developer will need the HOA to grant an easement to it in order to bridge the gap between the development property and S. National (unless the City is considering some sort of a taking, in which case we have an entirely different issue to deal with). My sense is that approval of an easement by the HOA is not a slam dunk (and in fact, I have not spoken with a single HOA member who has suggested that the connection to S. National should be approved). As this is a gating item for the project as proposed, I don't think P&Z should be considering an approval of the project unless and until the developer has an arrangement with the HOA.

This project is not appropriate in this neighborhood and is not what any of us bargained for when we invested here. It is certainly not part of the development plan for the neighborhood and is not consistent with what the Parkville Master Plan says about this area. The 2009 Master Plan projects Residential Neighborhood future land use for the proposed development property, which is primarily intended for single-family, detached residential development, but also may include a variety of supporting residential building types such as clustered or attached single-family units, and townhomes designed to function as a neighborhood. It does not contemplate 4-story apartment building, and it didn't contemplate them when we all decided

to invest in the neighborhood. Parkville historically does not approve those kinds of apartment projects, and certainly doesn't allow them in residential neighborhoods.

I do not believe this project is in the best interest of the neighborhood or of Parkville generally (at least in its present form). I ask that P&Z either defer consideration of the project unless and until the developer has obtained approval of the HOA or, in the alternative, deny approval of this project in the form it is in, and in particular to deny access to and from S. National and deny the construction of a 4-story apartment building in the middle of a residential neighborhood. In the event P&Z elects to move forward and approve the plan for delivery to the Board of Aldermen, I request that the approval specifically be conditioned upon the developer obtaining an easement from the HOA for the connection to S. National.

Please do not hesitate to call or e-mail with any questions or comments.

Chris

-----Original Message-----

From: Sam Stewart <sbstewartjr@gmail.com>

To: dwylie@parkvillemo.gov; rlock@parkvillemo.gov; Vickie Stewart
<vickiestewart.designer@gmail.com>

Sent: Tue, Apr 27, 2021 4:10 pm

Subject: New Development West of South National

Mr. Robert Lock and Mr. Douglas Wylie,

As a residents of the 3rd Ward of Parkville, MO, we are writing to the two of you, our 3rd Ward Alderman, to bring up two issues for your review.

We have become aware that a new development is being proposed that would be located west of South National on the hill just south of the Deuce Golf Club, hole #8. Crooked Road would run to the south and west of the new development. My understanding is this development is for approximately 200 condos catering to people 55 and over.

We are not opposed to the new development per se. However, we have also been informed that it is proposed the development would cut a street through to the east opening up to Persimmon Street and then to South National. People using this could then turn east on South National and then on to Lime Stone Road in order to get over to Bell Road and points east.

Lime Stone Road already has significant traffic from both the South National and Cider Mills developments, as does Bell Road, and does not need more. Bell Road is dangerous enough already as it does not have sidewalks, and simply does not need this increased traffic load.

It would be preferable, in our opinion, for the new development traffic to be routed west to Crooked Road and then south to Hiway 45 if the residents wanted to go east. Hiway 45 is much better suited to handle the additional traffic load than is South National, Lime Stone Road and Bell Road.

Secondly, what would it take to get a flashing yellow left turn light installed at the intersection of Hiway 45 and Bell Road for those heading west on Hiway 45. The intersection allows for a view of oncoming traffic for quite a distance. It is very similar to the intersection of Hiway 45 and Riss Lake Drive where a flashing yellow left turn light is already installed. It is frustrating to sit there waiting to turn left on to Bell Road with no oncoming traffic. I know this is a state hiway, but somehow accommodations were made for Riss Lake Drive and the situation is very similar in terms of view, etc.

Your attention to and review of these matters are greatly appreciated.

Sincerely,

Sam and Vickie Stewart

6170 Lime Stone Court

Parkville, Mo. 64152

From: Frost, Shawn <Shawn.Frost@Cerner.com>
Sent: Friday, April 30, 2021 1:21 PM
To: Stephen Lachky <SLachky@parkvillemo.gov>
Subject: Platte 38 - Proposed High Density Apartments project

Greetings Mr. Lachky –

My name is Shawn Frost and I am a Sr. Manager with Cerner Property Development Inc. I manage the development, construction, and corporate real estate growth for Cerner Corporation.

I am writing to express our strong opposition to the proposed apartment complex project, in particular the access off S. National Drive. When my wife and I bought property and eventually built our home here in the National, not one time did we review any kind of apartments in the master plan for the overall development. My experience tells me that special zoning would be required for the addition of 4 stories of apartments in a highly dense residential area, and I cannot find one reason this would benefit the neighborhood. This proposed development is not consistent with the surrounding residential area.

Our neighborhood, and S. National Drive, is riddled with cut through traffic from NW Crooked Rd. Traffic has increased to dangerous levels enough for our HOA to install speed detectors along the cut through route. Adding another point of entry, particular to non-residents of the neighborhood, will only add to this growing issue. Safety of our children playing in the green spaces coupled with the high speeds we are currently experiencing, are major major concerns for us and our neighbors. We are finally getting to a point where construction is nearing completion and we can live in peace in our community. The project would disrupt this for years.

Just to be clear:

We are in support of proceeding with privatizing portions of S. National Dr. and adding operational gates. We are not in support if this apartment complex or proposed access points onto S. National Dr.

Please include or share this correspondence with your colleagues or to whom you deem this concerns.

My wife and I will be in attendance on May 11 to voice our opposition with this project.

Thanks

Shawn Frost, PMPTM

Sr. Manager – Construction & Real Estate
Cerner Property Development
Mobile 816.590.7197 www.cerner.com



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From: Dr Brandi Whitaker <drb@drbwhitaker.com>

Sent: Monday, May 03, 2021 7:49 AM

To: Stephen Lachky <SLachky@parkvillemo.gov>

Subject: Development

Dear Stephen,

We purchased a home on Brassie Lane in South National last year. We are very concerned about the apartment and townhome development proposed off Hole 8 on the Deuce.

We strongly oppose the proposal because of the additional traffic on South National that will result from 300 additional cars traveling through our neighborhood. This will drastically increase traffic on South National and decrease safety for the children in this neighborhood.

One reason we purchased a home in this neighborhood is because of the safety it offers for children to travel on foot. We are currently comfortable with our child walking home from the bus stop, to and from neighbors, and gathering at both "eggs" on South National.

We also feel the development does not fit the character of the neighborhood. It is our understanding that apartments and townhomes facing the golf course were not part of the master plan. We are concerned this could decrease the value of our home.

Please consider these points of view when considering the development.

Thank you,

Brandi Whitaker

-----Original Message-----

From: Leslie Clark <leslieclarkmail@gmail.com>

Sent: Tuesday, May 04, 2021 12:37 PM

To: Stephen Lachky <SLachky@parkvillemo.gov>

Subject: Public Hearing May 11th for Case No. PZ 2021-13 and PZ 2021-14

Dear Mr. Lachky,

I am writing this letter to you so that I may share my opinion regarding the proposal for rezoning and re-platting the property behind my home. I live on Persimmon Court in The National just south of The Ducee at The National Golf Club Kansas City.

I am very much against the idea of the property behind my home being turned into a parking lot and home to hundreds of people living in an apartment complex. I believe having this kind of structure placed in the neighborhood will be disappointing and hurt the value of my home and community. Furthermore, as described in the proposal plans, I believe having another driving access to our neighborhood from Crooked Road will bring an exponential amount more traffic than our residential streets are designed to accommodate, putting our children and homes at greater risk.

When my family and I relocated to Parkville five years ago from Chicago, Illinois, we found Parkville to be very charming with its winding canopy roads and quaint downtown shops and restaurants. We still love this area. We are surrounded by nature and it is very inspiring for my family and I to live here. I know that my neighbors on Persimmon Court feel the same way that I do, when it comes to preserving the nature around our homes. I understand that Parkville is growing, but to allow a four-story high density apartment building to be placed at the front of our neighborhood, and essentially behind our homes, would be disheartening.

But just as important, it erodes the charm and distinction of Parkville. The more high density development that is allowed in residential areas, the more Parkville will lose its identity and become just another extension of Kansas City. We love this town and would hate to see it go the way of other towns being gobbled up by the intoxicating tax dollars of urban sprawl.

Please consider how close this project is to my property on Persimmon Court. It seems very inconsiderate to allow a development like this to occur, where all of our homes on Persimmon Court have ample space and privacy around us. I am extremely concerned about an increase of traffic around my house, and especially an increased amount of outside traffic cutting through the neighborhood from Crooked Road. I appreciate your time and consideration for my concerns.

Sincerely,
Leslie Clark and family
6120 Persimmon Court
Parkville, MO 64152

From: Hilary Murray <hilarytmurray@gmail.com>

Sent: Wednesday, May 05, 2021 1:17 PM

To: Stephen Lachky <SLachky@parkvillemo.gov>; Brad Stanton <BStanton@parkvillemo.gov>

Subject: Fwd: National

Hi Stephen,

Thanks again for sending the information. Below are my thoughts if you could share with members of P&Z at the upcoming meeting on May 11th?

I am a Parkville resident living at the South side of the National with my husband and children. We are active members of the Parkville community and property owners of two historic buildings in downtown Parkville. I was very involved with the first level Main Street retail initiative that was supported by the City and passed a few years ago. I am writing in opposition to the Platte 38 apartment project proposed at the entrance to the Deuce with a new road and access point off S. National Drive.

The biggest concern I have about this project is the traffic that will be added to S. National Drive and the safety issues that will be created. Adding hundreds of apartments and hundreds of parking stalls at the entrance to a single family neighborhood doesn't seem consistent with the master plan nor the vision of the National. It certainly wasn't something we considered when purchasing our home as this land doesn't even connect with S. National Drive or even shown on the master plan for the National.

There are multiple green space areas dubbed "the Eggs" that are located along S. National Drive and provide places for children to gather and play games. These were designed so that our neighborhood would have community gathering places and they are used regularly by kids of all ages who gather for a pick-up game of kick ball or families teaching their little ones how to play baseball. This apartment project would create a large increase in traffic driving past these green spaces and most certainly would create safety concerns. Speeding is already an issue and two permanent radar based speed indicators have been installed in the neighborhood. There are also multiple "Caution Children Playing" signs located along S. National Drive as well as Cart Crossing signs as The National is a golf based community.

In closing, please take into consideration that our neighborhood is pedestrian friendly where you have kids playing in the green areas, golfers walking or driving their carts and families walking their pets. With the exception of a well designed, low density Lime Stone Town Home development off Bell Road, we are a single family residential development. Attached are a few pictures for reference.

Appreciate your time.

Best,

Hilary Murray

Permanent radar based speed indicator (one on Limestone and one on S. National Dr)



Children Playing sign located on S. National Drive



Golf Cart Crossing sign on S. National Drive



Existing green spaces along S. National Drive



-----Original Message-----

From: Bob <fairwaybob1@yahoo.com>

Sent: Tuesday, May 11, 2021 9:54 AM

To: Stephen Lachky <SLachky@parkvillemo.gov>

Subject: Proposed multi family development in the National

Good morning Mr. Lachky,

My name is Robert Davis and my property is located at 6118 Persimmon Ct Parkville. My property backs up to the proposed multi family development. My wife and I would be very opposed to this development due to the size of the proposed property and the negative impact it would have on traffic and noise in our peaceful neighborhood. As you know The National is a premier residential community and part of what makes living here is certainly the high quality homes but also the quite we all enjoy while outside our homes. We feel a development of this size and scope is not a good fit for our single family neighborhood. We would hope you would not be in favor of this development.

Regards,

Robert Davis

Sent from my iPad

From: Brad Hemmer <bradhemmer1@gmail.com>
Sent: Monday, May 10, 2021 9:34 PM
To: Stephen Lachky <SLachky@parkvillemo.gov>
Subject: Platte 38 Development

Hi,

My name is Brad Hemmer and my family lives on S National Dr just up the hill from where this development is scheduled. I want to start by saying that I encourage development. Parkville needs more. More restaurants, more shopping, more entertainment. In order to have those things, we need more people. I'm not opposed to development.

However, I am opposed to any new development hurting the neighbors where it goes in. The main thing I keep thinking of with this is increased traffic on S National Dr. I'm not sure of the last traffic study on that road, but there has to be much more traffic than was intended. Much of the traffic does not obey the 25 mph zone. We play in our front yard and driveway, we use the "egg" more than any other family that I know of, and we take as many bike/scooter rides as possible. The traffic is heavy, especially with the Cider Mill Ridge construction going on. If the new cutoff is allowed, it will create even more traffic for a road that is already over trafficked.

I also take issue with the street going behind the house located at 6124 Persimmon. I do not know them, nor have I ever met them. But to have a road on 3 sides of any house is unfair. They will be stripped of some of what they paid for. And when they eventually go to sell, they will be hurt by their location with 3 roads next to their property.

And, as part of the National Home Association, I don't feel this makes sense to be joined to the neighborhood. I know the negatives to creating the gated community, but I have always wanted the National to consider it. Maybe I'm wrong, but with this development, that option would go away. We bought this house in large part for the neighborhood. We always took into consideration what was in the proximity. Surely most people do. This would be looked at as part of the neighborhood. Especially, if it's tied in via a street. To develop this land, the other roads do not have the neighborhood argument to me.

My wife & I are completely opposed to the extension for this development to tie into the National and S National Dr. To develop this land, it needs to stay separate from the National.

Thank you for your time,

Brad & Jenny Hemmer
6124 S National Dr
816-876-5349



FIFTH THIRD BANK

May 25, 2021

To whom it may concern,

My name is Jerry Kelliher. I reside at 6436 North National Dr. Parkville MO 64152. I will be out of town on June 8th and not able to attend the planning and zoning committee meeting but wanted to send this note to express my sentiment on the project. My wife and I are currently examining downsizing from our home in Parkville. Frankly, there are virtually zero options. What excited me about this project was the potential for a higher end, for-sale product that would enable us to stay in Parkville. Without a project like this, myself and a lot of other Baby Boomers like me are going to be forced to move from a community we love and would like to remain. As planning and zoning for our community, I urge you to look forward at the housing demand that is coming. Baby Boomers own a lot of real estate today and are headed into years of downsizing. Parkville is a great area but if the community can't support the right type of housing, well-to-do Baby Boomers who own a lot of real estate today are going to be forced to move.

The issues that I have seen expressed seem very "not-in-my-backyard" focused. 45 highway has been greatly expanded to help access to our area. The traffic study the developer presented in the last meeting appeared to be attacked not on data but on NIMBY. If planning and zoning cannot look through opinions based on sentiment but not based on data, the community as a whole will suffer. Large buildings appear to be an issue for the community but when you examine the way to support senior living, how else is the community going to create the needed single level living? Ranch homes take a lot of land - where do we put it? The design of single level senior condominiums in a multi-level building makes a lot of sense to support the need for seniors in an area where seniors actually want to live.

For the reasons above, I strongly support this project and urge your approval. It is my hope that Planning and Zoning can look ahead at what the community needs and beyond the NIMBY-ism of a few.

Thank you,

From: Bob Wallace <bwallace2@gmail.com>

Sent: Tuesday, June 08, 2021 12:48 PM

To: Stephen Lachky <SLachky@parkvillemo.gov>; Robert Lock <RLock@parkvillemo.gov>; Doug Wylie <DWylie@parkvillemo.gov>; Paul Grigsby <paulg@fivestarlifestyles.com>

Subject: Opposition to current Platte 38 development plan

Dear Mr. Lachky,

I had the chance to attend the initial city hall meeting in May regarding the proposed Platte 38 property. I was able to take a look at the designs of the plan for apartments on the hill.

I grew in the Walnut Creek subdivision for twenty years. I moved back to Parkville 3 years ago to enjoy the beautiful views and tranquility which Parkville and The National offer. I became so pleased with my current home I purchased 3 years ago, I purchased a second home on the north side of The National at the end of last year. Both homes will be affected by this proposed development. One home is on Magnolia Lane and another home is on Claret, both homes will have a new view of the proposed Platte 38 project site apartment buildings. I have several concerns with this project listed below.

1. Kids playing on S National - I have a young daughter who walks to a bus stop on S National from Magnolia Lane. The ability for drivers to cut through The National via S. National is a huge worry for me. She and all the other kids and their friends play in the green space areas daily. There are numerous green space areas along S National. The amount of apartment units and single family homes being added to this development will greatly increase traffic through The National where these kids enjoy playing. I do not feel this is a safe option for kids of any age.

2. Encroachment of quiet homes and the golf course- The proposed road which accesses S National is not consistent with the National Neighborhoods residential plan and is too close to homes of people who have been in the National Neighborhood for years. One home will now be surrounded on three sides with roads. This home will be devalued drastically.

3. Golf Carts and Traffic - The National neighborhood is a golf community. It's filled with golf carts and people using the streets with these carts. The increased traffic will cause massive issues and be unsafe for the residents, who use the roads to access the course and neighbors homes within the golf community.

4. Road Privatization - The National neighborhood and its home owners are currently considering neighborhood road privatization due to the increase in traffic and theft. Dropping an entrance/exit or one or the other for this new proposed multi 3-4 story property will drastically increase the traffic and random passes through The National Residential neighborhood. It will offer and avoidance of 45 HWY to get to the city/town of Parkville and the Parkville Commons.

5. Views - Imagine what the new views will be for The National and other surrounding neighborhoods (Walnut Creek, River Hills) around the hill where the development plan is going to sit on top off. The Deuce course side of The National already has apartment living planned. These will be surrounding 45 HWY and The Deuce course on back nine holes. The

course which has a beautiful setting and a high ranking for its caliber will be in the middle of a city style living, instead of being a Parkville natural setting layout attracting course.

See a few attached images from the back side of Deuce course. These are just a few different views of the proposed site plan. Forget the sunsets overlooking the course if apartment/condo buildings go up. Also please think of the driving views from the streets. Driving down S National on both sides of the neighborhood, Claret and other surrounding streets along with playing the course will now be towered over by 3-4 story apartment complex style buildings. The sunsets and beautiful course design will be lost as more and more apartments are approved to line the neighborhood and courses.







6. Lighting Issues - The new project plan complex (3-4 story buildings) will require a very large parking lot to handle the vehicles for the two apartment style buildings. These lights will be on all night and create an industrial/commercial look up above The National, Walnut Creek, River Hills and their homes. These lights will disturb the residential golfing neighborhood feeling we all moved here for. Have the residents of Walnut Creek and River Hills been made aware of this new development. I believe they should also be aware.

7. PKV Master Plan - The Master Plan which was just pushed out by Parkville doesn't seem to be consistent with this new property proposal.

I believe this project should not be approved. Its effects on the surrounding homes, neighborhoods, traffic and the exceptional golf courses will just damage future value. Parkville is known as an upscale town, which is a highly desired place to live. Parkville's neighborhoods offer a small town residential natural feeling and it should be kept that way,

Thanks
Bob Wallace
10205 Magnolia Lane
6524 Claret Court

NAME

ADDRESS

Pam Maeyer

Karen Norris

SEAN M CAFFREY

Tanyeah Yarbrough

Padmaja Gullapalli

Edgar L. Hunt Jr.
& Carla Hunt

Tricia Bozung

6133 S. National Dr., Parkville, MO

6129 S. National Dr.
Parkville, MO 64152

6121 S. NATIONAL
PARKVILLE MO

10365 Magnolia Lane 64152
Parkville, MO. 64152

10355 Magnolia Lane
Parkville MO. 64152

10345 Magnolia Ln
Parkville MO 64152

10225 Magnolia LN Parkville, MO
64152

Daniel S. Forbes 5780 NW Barn Hill Rd Dan S. Forbes

Justin Rares St. Andrews Ct.

Marcus Willmore 13559 Terrace Park Dr.

N. Lueckenhoff 7180 N. National Dr.

Duke Daughtery 6446 N. National Dr.

Jenny Musgrave 10920 Allen Way Parkville, MO

Patricia Bencich 5890 S National Dr. Parkville, MO

Tami Arnett 6603 N. National

William Gambel 6128 S. National

JASON LEWIS 6022 JARVIS DRIVE

Carole Ficken 5908 NW 78th Ter

Carol Wallace 6524 Claret Ct

Mark D Greim 9891 Promenade Dr

Jeff Faurer 5866 S. NAT. DR. SEFF JANSSEN

Dee Fehr 6124 Persimmon Ct Parkville MO

(DEREK CLARK) 6120 PERSIMMON CT PARKVILLE, MO

Captal Davis 6118 Persimmon Ct Parkville, MO

Greg Ober 6114 Persimmon Ct Parkville, MO

6112 Persimmon Ct Parkville, MO

6123 S. NATIONAL DR PARKVILLE, MO

6117 Persimmon Ct. Parkville, MO

Michael W. Bjorn
61. MICHAEL W. BJORN
ADDRESS

6052 VARDON DR.

Kevin Kelly 5570 S. National D.

Tanya Rudo 6009 N. Cash CT

6214 Brassie Ln

Tom Youngdahl 6544 Colonial

John Hoffman 9340 Jinn Stone Rd

Jim Ector 5122 S National

CHRISTOPHER SUMA LOT 1 NATIONAL

LEE MENDENHALL 6204 S National

Lee C Mendenhall

CHARLES ROCK 6603 Royal Ct.

Jeff Williams 10413 NW River
Hill Dr

Marc Brooklyn 6111 S National Dr

Thad Lincoln 5840 S. National Pr

Tom Randall 9840 Promenade

Harold Clobbia 6113 Persimmon Ave

GRANT WHITE 6506 TURNBERRY CT

Larry Dineen ~~6210 Brassie Ln~~
6210 Brassie Ln

White

Ly D

Petition Signatures Continued

32. Julie Brookings, Address: 6111 S. National
33. Melissa Schmitt, Address: 10350 Magnolia
34. Miss Eco, Address: 10245 Magnolia
35. Tri Gal, Address: 10330 Magnolia Ln
36. Angie Bonknight, Address: 10220 Magnolia Ln
37. Alice Rags, Address: 10200 Magnolia Ln
38. Wendy Hunt, Address: 6114 S. National Dr
39. Shirley, Address: 6200 S. NATIONAL DR
40. Kim Miller, Address: 10210 Magnolia Lane
41. Michelle Clements, Address: 9386 Lime Stone Rd
42. Janice Cerny, Address: 6112 Double Eagle Ct
43. Paul A. Dero, Address: 5849 S National Dr.
44. Janice, Address: 6503 Ridge Rd
45. CKR, Address: 10940 Allen Way
46. Shelly Luckhart, Address: 7180 N National Drive
47. Nikki Fisher, Address: 6126 S National Drive
48. Linda Frost, Address: 6202 S. NATIONAL DR.
49. Deborah, Address: 5832 Timber View Ct.
50. Gay Perovich, Address: 10980 N. ALLEN WAY
51. Faye S. Stone, Address: 6208 Brassie Ln
52. Diana Sears, Address: 6209 Brassie Ln.
53. Dwain Stinson, Address: 6211 BRASSIE LN
54. Erica Scott, Address: 6213 Brassie LN
55. Gayle Felten, Address: 6215 Brassie Lane
56. Anthony Manger, Address: 6110 Double Eagle Ct.
57. Melvin Hurler, Address: 6105 Mashie Ct
58. John B. Stang, Address: 6110 Vardon Dr.
59. Robert L. Hulse, Address: 10205 Magnolia Dr.
60. Charles L. Gurns, Address: 6072 Vardon Drive

Petition Signatures Continued

7. Jurgen J-, Address: 6107 Mashie Ct.
8. Dulorah Rye, Address: 6100 Mashie Ct
9. Jurgen, Address: 6104 MASHIE CT
10. Jeffrey, Address: 6106 Mashie Ct
11. Kob Schiller, Address: 6206 Brassie Ln.
12. Ken Lisa Bremer, Address: 6116 DOUBLE Eagle Ct
13. Ken T. Hart, Address: 6118 DOUBLE Eagle Ct
14. Ken T. Hart, Address: 6114 Double Eagle Ct.
15. Ken T. Hart, Address: 6112 Double Eagle Ct.
16. Mike M. Hart, Address: 6106 Double Eagle Ct.
17. Randy Lagana, Address: 6104 Double Eagle Ct
18. Mike M. Hart, Address: 9648 Apple Blossom Lane
19. King Master, Address: 9701 Apple Blossom Lane
20. Mike M. Hart, Address: 9726 Apple Blossom Lane
21. Mike M. Hart, Address: 9778 Apple Blossom Lane
22. Mike M. Hart, Address: 9805 Apple Blossom Lane
23. Mike M. Hart, Address: 9753 Apple Blossom Lane
24. Mike M. Hart, Address: 6070 Vardon Dr
25. Mike M. Hart, Address: 6025 Vardon Dr.
26. Tina Walter, Address: 6204 Brassie Lane
27. Tim Allen, Address: 6202 Brassie Lane
28. Mike M. Hart, Address: 6203 National Dr
29. Mike M. Hart, Address: 6201 S. National Dr
30. Mike M. Hart, Address: 6205 S. National Dr.
31. Mike M. Hart, Address: 6113 S. National Dr

PETITION AGAINST PLATTE 38 PROJECT

I, the undersigned resident of The National in Parkville, Missouri do hereby join this Petition Against Platte 38 Project. I have attended the developer's May 26 meeting and heard its revised proposal for the project. I object to the project on several bases, including:

- A. The failure of the project to comply with the newly passed City of Parkville 2040 Master Plan (without becoming a special district) and its failure to comply with the National Neighborhood Development Plan.
- B. The failure of the developer to have obtained an easement agreement across land owned by the HOA in order to access S. National.
- C. The inclusion of two high density 4-story buildings in the middle of our (substantially) single family residential neighborhood.
- D. The neighborhood is overwhelmingly, if not entirely against the project.
- E. The traffic study commissioned by and created for the developer is not reflective of what will actually happen based on my own experiences in and around the neighborhood.
- F. The developer's less than transparent presentation of the project at the May 11 Planning Commission meeting leaves me wondering what is true and what is not true about the project.
- G. The project will both (i) interfere with my use and enjoyment of my property and neighborhood, and (ii) result in a lower property value for my property.
- H. The project will result in the taking of certain real estate rights that I contemplated when I purchased my real estate at The National (e.g., the opportunity to privatize roads)

We, the signers of this petition request that (a) the HOA Board deny any request for the granting of an easement or sale of property which would result in providing the developer access to S. National Drive, and (b) the Parkville Planning Commission deny or table the developer's request until it can propose a plan that does not access to or from S. National and that does not require an exception to the Parkville 2040 Master Plan as approved by Planning & Zoning on May 11.

- 1. Michelle Fisher, Address: 6212 Brassie Lane
- 2. Hilary Murray, Address: 6207 Brassie Lane
- 3. Justin Duke, Address: 6205 Brassie Lane
- 4. Garner Duncan, Address: 6203 Brassie Ln
- 5. Rick Messer, Address: 6201 Brassie Ln
- 6. Linda Waldschmidt, Address: 6109 Mashie Court

August 3, 2021

To Whom It May Concern|

My name is David Dockhorn. I reside at 6773 N National Drive, Parkville, MO 64152. I will be out of town on August 10th and not able to attend the planning and zoning committee meeting but wanted to send this note to express my sentiment on the project. I am actively looking at downsizing from our home in The National. There are very few options. This project has a product for higher end senior product that is just what Parkville needs. Someone like me is going to be forced to move from a community we love and would like to remain. It would seem to me that it is one of planning and zoning's main jobs for our community to look carefully and plan for the housing needs of Parkville. I have a number of late 60's and 70's age friends who own a lot of real estate today are facing or will soon face a similar decision.

The issues that I have seen & heard expressed seem to be limited to people on a few streets in the South Side of the National neighborhood. Based on the high level of design and the multitude of changes the developer group has made to address issues like traffic seem to leave the rational with only a "not-in-my-backyard" sentiment. There are many more people in Parkville that need this product and what I can see, there are only a couple houses that would even be impacted.

I urge planning and zoning to look through NIMBY opinions and consider the needs of the community as a whole. The design of single level senior condominiums in a multi-level building makes a lot of sense to support the need for seniors in an area where seniors actually want to live.

For the reasons above, I strongly support this project and urge your approval. It is my hope that Planning and Zoning can look ahead at what the community needs and beyond the NIMBY-ism of a few.

Best Regards,



David Dockhorn, M.S., Ph.D.
CEO
Veranex
(816) 820-5871

(816) 741-4611
PHONE



(816) 741-5016
FAX

4 August 2021

To the Members of the Planning and Zoning Commission –

In the absence of being able to attend the upcoming Planning and Zoning Commission Meeting, I want to submit this letter to express my support for the proposed single-level senior condominium/multi-level building project in Parkville a/k/a – Platte 38.

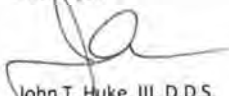
As a small business owner in the area and a member of the community I see this as a needed development to allow seniors who wish to remain in Parkville and continue to enjoy all the city has offer.

Currently, there are very few options available for this group, which, unfortunately means individuals must look for other options outside of the area.

I understand there are some objections from the surrounding National neighborhood; however, it is my hope that you consider this project as a positive and recognize the additional measures taken by the developers to address any concerns.

Again, I support this project and hope that the Planning and Zoning Commission will look ahead at what the community needs are and will give approval for this project.

Thank you –


John T. Huke, III, D.D.S.
Parkville Dental Center

6320 LAKECREST LANE, PARKVILLE, MISSOURI 64152 • E-MAIL: PDC@KC.RR.COM

-----Original Message-----

From: Mike DiBernardo <mjdibernardo@yahoo.com>

Sent: Friday, August 06, 2021 8:50 AM

To: Stephen Lachky <SLachky@parkvillemo.gov>

Subject: Parkville senior project

My name is Michael DiBernardo. I live in Parkville at 10240 Magnolia Ln. I have reviewed the Parkville senior project and believe Parkville needs more senior living, thus I support the project.

Thanks,

Michael DiBernardo

Sent from my iPhone

Caleb Buland, AIA
6757 N National Drive
Parkville, MO 64152

August 6, 2021

City of Parkville, Missouri
8880 Clark Avenue
Parkville, MO 64152

Dear Commission Members:

As a longtime resident along National Drive, I wanted to write in support of the proposed senior living project at National Drive and 45 Highway that you are considering for approval.

I complement the City process and the improvements and dialogue of the Developer. The process has resulted in a good project that adds a reasonable number of long-term property owners to the area where there is currently a gap in options for active seniors and individuals that want to stay in our community, but have limited options currently.

I will not be available at the hearing, but I certainly encourage you to add this type of project to our growing Parkville, it will be a compatible addition to the community and a low impact to the existing infrastructure and services.

Regards,

Caleb Buland, AIA

From: felkerkc <felkerkc@sbcglobal.net>
Sent: Friday, August 06, 2021 12:24 PM
To: Stephen Lachky <SLachky@parkvillemo.gov>
Subject: Platte 38 proposal

I am not against the building of more senior citizens housing, and from the plans I have seen the buildings on the south side of the national golf course look fine. I do not want to see an increase in traffic on south national drive.

We have been residents of the national for over 21 years.

Jerry Felker
6215 Brassie Lane
Parkville, MO.
(816) 805-5629

Sent via the Samsung Galaxy A52 5G, an AT&T 5G smartphone

August 5, 2021

To: Parkville Planning & Zoning Commission
From: Kevin Heaton
RE: Senior Housing Project

Dear Planning & Zoning Chairman and Members:

My name is Kevin Heaton. I am a longtime Parkville resident and business owner. I will not be able to attend the Planning & Zoning Commission meeting but wanted to voice my opinion on the proposed senior housing project.

I strongly support the project and urge you to approve it. I'll explain why. I love this community. I want to stay here. However, when I get up in age and retire, I don't need or want a 4,000-square-foot home to take care of. I would like the option to live in a 55-plus senior living community. At present, there is no senior housing option in Parkville – but there should be.

This project features a high-end senior living housing development. It's just what Parkville needs. I have many friends in their 60s to 70s who are very interested in this project. They also own a lot of real estate and/or a big home and will be facing a decision to sell and move in the coming years. They would all like to stay in Parkville, but they see very few options to do so right now.

This project would help meet Parkville seniors' housing needs in the near future. There are many older people in Parkville who want and need this project. Please consider what's best for them and the overall community when you decide this issue. In my view, this project – featuring single-level senior condominiums in a multi-level building – makes a lot of sense to support the needs of seniors in an area where seniors actually want to live but don't currently have any options. Again, I vigorously encourage you to support this project.

Respectfully,



Kevin Heaton
10503 River Hills
Parkville, MO 64152

From: James Shevling <jhshevling@yahoo.com>
Sent: Friday, August 06, 2021 3:26 PM
To: Stephen Lachky <SLachky@parkvillemo.gov>
Subject: NIMBY

Hello,

My name is James Shevling and I live at 7068 Glenn Lane, Parkville, in the National. I work in the multi family industry and I see the need for senior living in Parkville. I went through looking for a senior community for my mom several years ago and good ones are hard to find. I went to a dozen of them and found two I liked. I would support the consideration of a senior project in our community as there will be a day in the future that I will be looking for one.

Thank you.

James Shevling

August 2, 2021

To Whom It May Concern:

My name is Katie DiBernardo. I am a real estate agent here in Kansas City and my husband and I live in the National at 6203 Heathery Way Parkville, MO 64152. I plan to attend the planning and zoning meeting but wanted to have a letter on file as well.

Both professionally and personally, I feel that a higher end option for residents wanting to downsize and have a maintenance free home is just what our area needs. I have clients, as well as family members who have homes in the National, Riss Lake, Thousand Oaks and Monticello. They are starting to plan their next move as they age and want an easier life style. They do not want to move from Parkville, but because of limited options, they may have to. The homes in The Legends at the National are a maintenance free option but they rarely become available, are bigger and require building maintenance by the homeowner. The white homes in the National(Limestone Road) are a great option but are limited and sell quickly. Chapel Ridge has villa homes but are limited, require building maintenance and are not the area most want to be in.

We moved here from Sandestin, Florida about four years ago. They successfully have multi-million dollar homes on golf courses mixed with single family homes, maintenance provided homes, villas and condos. They maintain the integrity of the neighborhood while offering options for all ages.

We do understand the concerns of residents of the south side of the National, but we believe that the developer has made the needed changes to alleviate these concerns.

We urge zoning and planning to consider the needs of the Parkville community as a whole. This project offers options for the large population of baby boomers who need and want to stay in Parkville but need a smaller, more manageable home.

We strongly support this project and hope you will consider the larger needs of our community.

Thank you,
David & Katie DiBernardo
816-338-9134
321-917-1188

To Whom It May Concern:

My name is David DiBernardo and I am a resident of the National (6203 Heathery Way Parkville, MO 64152). I am writing because I have multiple family members who live in The National. We, as a family have often discussed the options we have as we age, especially my parents who are starting to think about downsizing. We always say that it would be nice to have a place to move that is in the National where we can still drive a golf cart and continue to be members of the golf club and clubhouse but we wouldn't have to worry about maintaining a larger home and yard.

From what the developers have proposed, I think this proposed project would fit the aesthetics of the neighborhood as well as fill a growing need in our community.

I hope you will consider the greater need of our community as a whole.

Thank you,
David DiBernardo
321-917-1188

From: Michael Royle <mjroyle1@gmail.com>
Sent: Friday, August 06, 2021 11:11 AM
To: Stephen Lachky <SLachky@parkvillemo.gov>
Subject: Parkville Planning and Zoning

My name is Mike Royle, I live at 6945 N. National Drive in Parkville. I have reviewed the plans for the senior development on the 38 acres in Parkville and support the project. Parkville has a need for senior living and I would like to see the project move forward.

From: Jo Carlson <jocarlson925@gmail.com>
Date: August 10, 2021 at 10:40:23 AM CDT
To: Katie DiBernardo <katie@mojokc.com>
Subject: Maintenance free for 55 and over

My husband and I have lived and worked in the northland since 1984 - we both work from home part time and easily meet the qualifications for the 55 and over group.

We are very much in support of this particular area for ourselves and others seeking an easier lifestyle option as we have recently purchased a condominium in southwest Florida where we plan to spend the winters.

We love Parkville and definitely see the need for more of these types of communities in our area as our population ages.

We embrace an active lifestyle, travel and entertaining. It would be wonderful to have more options that offer low or no maintenance housing for so many of us that love new, beautiful and turn key properties.

Sent from my iPhone

CITY OF PARKVILLE Policy Report

Date: August 19, 2021

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve the second reading of an ordinance to amend Parkville Municipal Code sections 402.010, 405.020 and 405.040 to create provisions and guidelines for short-term rentals - Case No. PZ 2019-12 (*postponed from August 17 meeting*) (Community Development)

BACKGROUND:

Growth of third-party short-term residential dwelling rental (RDR) platforms such as Airbnb, HomeAway and VRBO (Vacation Rentals by Owner) has led to a variety of impacts on host communities and have increasingly been the subject of new regulations by cities. How to best regulate these services has proven to be a challenge. In 2016, the American Planning Association published an article in its monthly publication magazine regarding short-term rentals and regulation. The article outlined a path forward for cities with a three-part process:

1. Establish a baseline level of safety and accountability.
2. Move past “yes or no”, meaning a debate on whether or not RDRs should be allowed to create regulations that are best suited to the community.
3. Ensure enforcement.

Regulation regarding RDRs has been introduced at multiple levels in many locations across the United States, including state and local levels. However, only a small number of cities have enacted any form of code or ordinance regulating these services. While bills were introduced to the Missouri General Assembly in 2017 and 2018 to modify the authority of political subdivisions to enact or enforce restrictions in RDRs, these bills died in committee; therefore, as of this time there are no official policies enacted at the state level. Regardless, several communities in Missouri — including Kansas City, Liberty, and Lake Ozark — have been proactive and enacted regulations for RDRs. Per the request of the Board of Aldermen, staff explored adopting regulations for short-term RDRs in Parkville.

On September 10, 2019, a special workshop was held with the Planning and Zoning Commission to discuss short-term RDRs, their existence and regulation in Parkville (see Attachment 3). Following discussion, staff researched issues raised by the Commission, as well as by other Missouri municipalities, including:

- City permitting
- Homeowner association regulations
- Time duration
- Guest policies

- On-site regulations
- Enforcement

Based on this information, staff has proposed a text amendment to create a definition for short-term residential dwelling rentals for Section 402.010 *Definitions*, create a use for lodging – short-term rental in Section 405.020 *Districts & Uses*, and create additional standards for Section 405.040 *Standards Applicable to Specific Uses* (see Attachments 5.A-5.C). The text amendment includes application and permit requirements, on-site regulations and requirements. The Application for Text Amendment was first presented to the Board of Aldermen at their January 7, 2020, regular meeting, but no action was taken. The Application for Text Amendment was again presented to the Board of Aldermen at their February 4, 2020, regular meeting, but no action was taken. During this time, revisions to the proposed text amendment were made and certain provisions were removed (see Attachment 6). The Application for Text Amendment was then presented again to the Board of Aldermen at their March 3, 2020, regular meeting, where the first reading of an ordinance was approved. At the Board's March 17, 2020, regular meeting, no action was taken and the Mayor stated the second reading of an ordinance would be postponed to a future meeting due to the limiting of public gathering as a result of the COVID-19 pandemic. A more detailed recap of all public meetings, forums and hearings is contained in Attachment 10.

At the February 4, 2020, Board of Aldermen meeting, discussion ensued regarding rental properties throughout Parkville and whether or not the City should require annual inspections for Property Maintenance Code compliance (see Public Comments section below). Staff has reviewed the discussion and determined that property maintenance for properties other than short-term rentals (i.e., Airbnb, HomeAway and VRBO) is a separate issue, and can be addressed by separately by the Board of Aldermen. It should be noted that the Planning and Zoning Commission and Board of Aldermen have the ability to require conditions for approval of a Conditional Use Permit, such as requiring annual inspections by a certified property inspector or the Southern Platte Fire Protection District (SPFPD), as well as restricting the number of consecutive days a dwelling is rented.

The text amendment to Section 405.040 (see Attachment 5.C) requires that all short-term rentals in the City charge the five percent (5%) Tourism Tax – Guest Room Tax paid by transient guests of hotels, motels, bed and breakfast inns, campgrounds and any docking facility which rents slips to recreational boats which are used by transients for sleeping. The reason this standard is included is because on August 20, 2002, the Board of Aldermen determined such a tax was in the best interest of the City to fund the promotion of tourism; and passed Ordinance No. 2033 to submit the tax to the voters of Parkville to decide via the November 5, 2002, election. On November 19, 2002, Ordinance No. 2046 was approved, declaring that the proposed 5% Tourism Tax – Guest Room Tax did pass as a result of 1,055 residents (65%) voting Yes and 562 residents (35%) voting No.

PUBLIC COMMENTS:

Required public hearing notices were published and a public hearing was held at the regular meeting of the Planning and Zoning Commission on November 12, 2019. While staff did not receive any written letters or e-mails prior to the November 12, 2019, meeting, comments were provided by Elaine Kellerman (5243 NW Bluffs Circle, Parkville, MO) at the public hearing. Elaine said that she was not aware that Parkville had any Airbnb's and stated her preference for not allowing them in the community under any circumstance. She said the City did a great job announcing the meeting, but was disappointed by the lack of people in the audience; and stated she is not the only person who feels this strongly against Airbnb's. Elaine said that HOAs can regulate Airbnb's and said that she is

speaking out for the residents of Parkville who are located in neighborhoods that do not have an HOA. She said she wished that communities in the Kansas City region were more proactive in prohibiting Airbnb's because they are prevalent and said she wished there was more of a way to get a community sense about this issue. She also said she would not want her property values to decline as a result of an Airbnb next door to her house.

Following the November 12, 2019, meeting, staff received a voicemail from Elaine Kellerman; she wanted staff to be aware of the organization Second Door, a short-term dwelling rental management company based out of Kansas City that assists property owners with listing, managing and operating their rentals. This includes handling all guest communication, restocking supplies, cleaning and linen service after each stay, keyless guest entry with keypad door locks to ensure safety, etc. Second Door currently manages the commercial dwelling rentals in downtown Parkville.

Staff re-published notices for a public hearing to be held at the December 16, 2019, special meeting of the Planning and Zoning Commission. At the public hearing, comments were provided by Elaine Kellerman (5243 NW Bluffs Circle, Parkville, MO). Elaine said she hadn't heard much follow-up from residents. She asked how staff contacted HOAs and advertised for the December public hearing and said she didn't see any notification on the Nextdoor social networking service. Stephen Lachky, Community Development Director, responded that staff drafted a letter to all HOA presidents, contacts and representatives the City had on-file (see Attachment 7), republished notice through The Platte County Citizen newspaper (see Attachment 10 by Reference), as well as on the City's public hearing webpage (see Attachment 11 by Reference). Elaine questioned that more notification could have been done. Dean Katerndahl, Chair of the Planning and Zoning Commission, responded that some aldermen had reached out to residents and notified them via e-mail, but said the aldermen don't have every one of their constituents' e-mails. Stephen Lachky added that there were three weeks of time until the January 7, 2020, Board of Aldermen meeting where the 1st reading of the text amendment would be discussed and suggested that staff could do additional outreach until that time. Elaine asked if there was additional opportunity for concerned residents to voice their concerns and Stephen responded that the Mayor has allowed additional public comment on items presented before them in the past.

At the January 7, 2020, Board of Aldermen meeting, Elaine Kellerman provided public comments on her views against allowing short-term rentals in Parkville, and said she does not want property values to decline as a result of their allowance. She also talked about HOA regulations which prompted discussion by the Board of Aldermen, and per feedback provided staff reached out to primary contacts for all Parkville subdivision HOAs to see what, if any, short-term dwelling rental regulations are currently in place (see Attachment 8).

At the February 4, 2020, Board of Aldermen meeting, Elaine Kellerman provide additional public comments, and said she doesn't feel the Board of Aldermen adequately debated on whether or not RDRs should be allowed in the community in the first place. Doug Bias (8515 NW 62nd Terrace, Parkville, MO) asked how many short-term RDRs are currently in Parkville. Stephen Lachky, Community Development Director, showed there are two RDRs listed on Airbnb and one listed on Booking.com, which is the Main Street Inn bed & breakfast at 504 Main St. permitted via a Conditional Use Permit. Doug also asked about specific HOA regulations and how the City enforces compliance with short-term RDR regulations. Doug said he appreciated the Board of Aldermen's discussion regarding mandating annual inspections for rental properties throughout the community, and said he would be supportive of such regulations. He felt that platforms like Airbnb would self-regulate maintenance unlike other rental properties around the City. Jeremy Jordan (Second Door,

Airbnb Management Kansas City) stated he manages more than 30 properties in the Kanas City metropolitan. When asked (in his experience) whether short-term rentals or long-term rentals are better maintained, he stated short-term rentals are because their business wouldn't thrive on poor reviews.

At the March 3, 2020, Board of Aldermen meeting, Elaine Kellerman asked if the City could put the proposed text amendment for short-term dwelling rentals on a ballot for citywide vote. Chris Williams, City Attorney, explained how Missouri 4th Class Cities are limited to what they can put on the ballot by Missouri Statutes, and said how zoning matters are supposed to go through the Planning and Zoning Commission and Board of Aldermen. Chris also explained that cities cannot enforce HOA regulations, but can take them into consideration when considering an Application for Conditional Use Permit.

At the March 17, 2020, Board of Aldermen meeting, public comment was postponed to a future meeting due to the limiting of public gathering as a result of the COVID-19 pandemic.

Prior to the August 17, 2021, Board of Aldermen meeting, staff received an e-mail from Elaine Kellerman asking why a proposed standard for Section 405.040 was removed — requiring short-term rental applicants to provide notice to neighboring units. Staff answered the reasoning at the Board meeting, explaining how it is a duplicate requirement already contained in Section 403.010, Subsection E. Elaine also expressed there is a lot of interest in a city-wide program for all rental properties.

BUDGET IMPACT:

With the exception of application and permit fees collected, there is no immediate budget impact. Long-term impacts would be realized from the City's 5% Tourism Tax – Guest Room Tax paid by transient guests of hotels, motels, bed and breakfast inns, and other short-term rental spaces of similar use per Parkville Municipal Code Section 406.045.

ALTERNATIVES:

1. Approve the second reading of the ordinance amending Sections 402.010, 405.020, and 405.040.
2. Approve the second reading of the ordinance, subject to changes by the Board of Aldermen.
3. Do not approve the second reading of the ordinance.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

The item was not presented to the Finance Committee.

PLANNING & ZONING COMMISSION RECOMMENDATION:

A public hearing was held at the November 12, 2019, regular meeting of the Planning and Zoning Commission. Staff presented background information and research to the Commission. Members of the Commission requested provided comments and questions to staff, recommended (by a vote of 6-0) postponing their recommendation for the text amendment to their next meeting in December, and in the meantime have staff conduct additional notification/outreach to the community as well as reach out to all neighborhood HOAs in Parkville, notifying them about the proposed text amendment and upcoming hearing in December. Following the November 12, 2019, regular meeting of the Planning and Zoning Commission, staff reached out to all HOA presidents, contacts and representatives on-

file. On December 16, 2019, the Planning and Zoning Commission reconvened at their special meeting and discussed the text amendment further. Following discussion and the public hearing, the Commission recommended (by a vote of 7-0) approval of the text amendment as presented by staff.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed text amendment to Parkville Municipal Code sections 402.010, 405.020 and 405.040 to create guidelines for short-term rentals.

POLICY:

Per RSMo 89.050 and Parkville Municipal Code Chapter 403 Applications & Procedures, text amendments to the Development Code are to be approved by the Board of Aldermen by ordinance, after the Planning and Zoning Commissions considers the amendment at a public hearing and forwards their recommendation.

SUGGESTED MOTION:

I move to approve Bill No. 3081, an ordinance amending Parkville Municipal Code sections 402.010, 405.020 and 405.040 to create provisions and guidelines for short-term rentals, on second reading to become Ordinance No. ____.

ATTACHMENTS:

1. Ordinance
2. Text Amendment 1
3. Text Amendment 2
4. Text Amendment 3
5. Standards Removed from Section 405.040
6. Presentation
7. Staff Analysis to P&Z 12/16/19
8. Application for Text Amendment
9. Summary of Public Meetings
10. Letter to HOAs
11. HOA Regulations
12. Gordon Cook Comments

AN ORDINANCE AMENDING PARKVILLE MUNICIPAL CODE SECTIONS 402.010, 405.020 AND 405.040 TO CREATE PROVISIONS AND GUIDELINES FOR SHORT-TERM RESIDENTIAL DWELLING RENTALS

WHEREAS, the growth of third-party short-term residential dwelling rental (RDR) platforms such as Airbnb, HomeAway and VRBO (Vacation Rentals by Owner) has led to a variety of impacts on host communities and have increasingly been the subject of new regulations by cities; and

WHEREAS, the American Planning Association has outlined a path forward for cities with a three-part process: 1) establish a baseline level of safety and accountability; 2) move past “yes or no”, meaning a debate on whether or not RDRs should be allowed to creating regulations that are best suited to the community; and 3) ensure enforcement; and

WHEREAS, currently, no official statewide policies have been enacted through the Missouri General Assembly and a number of Missouri municipalities have been proactive and enacted regulations for short-term RDRs; and

WHEREAS, per the request of the Board of Aldermen, staff explored adopting regulations for short-term RDRs in Parkville by researching issues raised including City permitting, Homeowner Association (HOA) regulations, time duration, guest policies, on-site regulation, and enforcement; and

WHEREAS, on September 10, 2019, a special workshop was held with the Planning and Zoning Commission to discuss short-term RDRs; and

WHEREAS, on November 12, 2019, a public hearing was held at the regular meeting of the Planning and Zoning Commission where staff presented background information and research to the Commission and members of the Commission provided comments and questions to staff; the Commission recommended (by a vote of 6-0) postponing their recommendation for the text amendment to their next regular meeting; and

WHEREAS, following the November 12, 2019, regular meeting of the Planning and Zoning Commission, staff reached out to all HOA presidents, contacts and representatives on file, notifying them about the proposed text amendment and upcoming public hearing on December 16, 2019; and

WHEREAS, on December 16, 2019, the Planning and Zoning Commission reconvened at their special meeting, held another public hearing to receive public comment and discuss the text amendment further, and recommended (by a vote of 7-0) approval of the text amendment; and

WHEREAS, the Board of Aldermen concurs with the conclusions of the Planning and Zoning Commission and accepts their recommendation.

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

SECTION 1. Parkville Municipal Code Section 402.010 is hereby amended, as shown in Exhibit A which is attached hereto and incorporated herein by reference.

SECTION 2. Parkville Municipal Code Section 405.020 is hereby amended, as shown in Exhibit B which is attached hereto and incorporated herein by reference.

SECTION 3. Parkville Municipal Code Section 405.040 is hereby amended, as shown in Exhibit C which is attached hereto and incorporated herein by reference.

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

PASSED and APPROVED this 17th day of August 2021.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

Section 402.010. Definitions

- A. **Defined Terms.** All terms used in these regulations shall have their commonly accepted meaning based upon the context of their use within code. The following terms shall have the meaning given below, unless more specifically described, limited or qualified within the standards of this.

Lodging — Short-Term Rental | The rental of a property, a dwelling unit, or portion thereof, conducted on a third-party platform or network that facilitates the listing, marketing, or rental of short-term rentals.

Table 405-2: Use Table

Key:

P: Permitted Use

C: Use allowed through conditional review

Blank: Use not allowed

Highlighted: Proposed amendment to use table

Use																
Office/Service Uses	R-1	R-2	R-3	R-4	R-5	OTD	B-1	B-2	B-4-P	BP	P-EC	I-1	I-2	I-3	PLCD	U-1
<i>Office – Home Occupation</i>	P	P	P	P			P	P								P
<i>Office – Limited</i>						P	P	P	P	P		P	P	P		P
<i>Office – General</i>								P	P	P		P	P	P		P
<i>Service – Limited</i>						P	P	P	P	P		P	P	P		P
<i>Service - General</i>								P	P	P		P	P	P		P
<i>Animal Care or Clinic – Limited</i>							P	P	P	P		P				
<i>Animal Care or Clinic – General</i>									P	P		P				
<i>Lodging – Bed-and-Breakfast</i>				C		P	P	P	P							
<i>Lodging – Short-Term Rental</i>	C	C	C	C	C	P	P	P	P							
<i>Lodging – Inn</i>						P	P	P	P	P						
<i>Lodging – Hotel/Motel</i>								P	P	P						
<i>Recreation – Indoor, Limited</i>						C	P	P	P	P						P
<i>Recreation – Indoor, General</i>								P	P	P						P
<i>Recreation – Outdoor, Limited</i>						C		P	P	P						
<i>Recreation – Outdoor, General</i>								P	P							

<i>Residential Care – Limited</i>					P		P	P								
<i>Residential Care – General</i>					C		C	P								
<i>Residential Care – Institutional Living</i>								P								
<i>Vehicle Service/Repair – Limited</i>							P	P	P	P			P	P	P	
<i>Vehicle Service/Repair – General</i>								P	P	P			P	P	P	
<i>Vehicle Service/Repair – Heavy</i>													C	P	P	

405.040 Standards Applicable to Specific Uses

In addition to the general use and development standards applicable to all districts, the following standards are specific to particular uses. These standards shall be met whether the use is a generally permitted use or a conditional use according to Table 405-2. The uses in this section many involve more specific types of formats of the uses generally enabled in Table 405-2.

K. Lodging – Short-Term Rentals | Lodging – short-term rentals shall meet the following additional standards:

1. Approved spaces for short-term rentals may include:
 - a. Individual bedrooms in the principal building on the property, sharing common entrance, kitchen facilities, and living areas with the present/non-present residents.
 - b. Completed areas of the principal dwelling, such as a basement or upstairs space, with a separate entrance, facilities, and living areas from the primary residents.
 - c. Approved accessory buildings on the property.
2. The rental unit may not be rented or offered for use as reception space, party space, meeting space, or for other similar events open to non-resident guests.
3. No exterior evidence that the property is being used as a short-term rental is allowed, including signage.
4. Where applicable, the regulations of a Homeowners' Association (HOA) shall be considered as a relevant factor in determining whether the use of a specific property for short-term rental is compatible with the surrounding area, including its potential impacts on adjacent property.
5. All short-term rentals shall adhere to the hosting responsibilities / safety standards listed by the respective third-party vendor (Airbnb, VRBO, etc.) — as well as all federal, state and local laws, including compliance with all City Codes — including, but not limited to the approved owner/non-owner applicant providing in each short-term rental dwelling:
 - a. A working fire extinguisher.
 - b. A working battery-powered portable flashlight/lantern or other emergency lighting device suitable for an electrical power outage.
 - c. A map displaying evacuation routes from the building in case of an emergency.
 - d. Working smoke and carbon-monoxide detectors.
 - e. Contact information for the host (owner/non-owner applicant) and local emergency services.
6. All short-term rentals in the City of Parkville are to be charged the five percent (5%) Tourism Tax – Guest Room Tax paid by transient guests of hotels, motels, bed and breakfast inns, and other short-term rental spaces of similar use, per [Section 160.045](#) of the Parkville Municipal Code.
7. Complaints or any other issues received by the host, either through the third-party vendor platform, neighbors, etc. shall be recorded and resolved by the host.
8. Permits and business licenses may be denied, suspended or revoked when the rental fails to meet or uphold any of the above standards, or any other provisions of the Parkville Municipal Code.

Commented [SL1]: These standards were common in many local ordinances around the State of Missouri.

Commented [SL2]: This standard was recommended by the Planning and Zoning Commission.

Commented [SL3]: These standards were common in many local ordinances around the State of Missouri.

Commented [SL4]: These items are included because they are listed on Airbnb's "Guidelines / Hosting Standards" webpage, as well as on VRBO's "Safety Recommendations" webpage.

Commented [SL5]: This standard was recommended by City staff.

The following standards were at one time included in the proposed text amendment to Section 405.040 Standards Applicable to Specific Uses, Subsection K. Lodging – Short-Term Rentals, but have since been removed:

1. Where applicable, the regulations of a Homeowners' Association (HOA) will take precedent in deciding whether a property can be used as a short-term rental.
2. Approved properties in residential zoning districts may not be rented for more than 30 consecutive days.
3. For owner-occupied properties in residential zoning districts, the owner must occupy the property for a minimum of 270 days per calendar year.
4. No more than 8 guests may occupy the rental at any given time.
5. While not present, the owner/non-owner applicant may not enter a contract with more than one party during any given period. If/while present, the owner/non-owner applicant may enter into a contract with two parties, provided there is at least one bedroom in the dwelling for each resident.
6. No food service may be provided for the owner/non-owner applicant.
7. Additional regulations for non-owner occupied properties:
 - a. Proof of consent from the owner of the property or structure, if not the owner/non-owner applicant, confirming that the dwelling may be utilized for short-term rental prior to the application being submitted to the City, as well as proof of notice to neighboring units that the dwelling may be utilized as a short-term rental.
 - b. In a multi-family structure, only 10% of all units, whichever is greater, may be used for short-term rental.
 - c. In a multi-family structure, the same owner/non-owner applicant may not have more than 4 short-term rental units in the same structure.

Commented [SL1]: Language was modified at the request of our City Administrator to read, "...shall be considered as a relevant factor in determining whether the use of a specific property for short-term rental is compatible with the surrounding area, including its potential impacts on adjacent property."

Commented [SL2]: This standard was requested to be removed by Aldermen Wassmer at the January 7, 2020 Board of Aldermen meeting.

Commented [SL3]: This standard was requested to be removed by Aldermen Wassmer at the January 7, 2020 Board of Aldermen meeting.

Commented [SL4]: This standard was removed by staff following the February 4, 2020 Board of Aldermen meeting as it will be difficult for staff to monitor and enforce compliance of this standard as booking through online third-party platforms are done via a single user and not multiple parties. Additionally, staff believes it is unlikely that an owner/non-owner applicant would voluntarily host more than 8 guests at a time since the booking fee is a set price and does not fluctuate based on the number of guests interested. Furthermore, staff believes the rating/review system on online third-party platforms will discourage patterns such as users with too many guests occupying rentals.

Commented [SL5]: This standard was removed by staff following the February 4, 2020 Board of Aldermen meeting as it will be difficult for staff to monitor and enforce compliance of this standard. Additionally, staff believes it is unlikely that an owner/non-owner applicant would voluntarily host more than two parties in the same dwelling unit as it would likely result in a negative rating/review for them.

Commented [SL6]: This standard was requested to be removed by Aldermen Rittman at the February 4, 2020 Board of Aldermen meeting.

Commented [SL7]: Because this standard is already a requirement on the City's Application for Conditional Use Permit, there is no need to duplicate it in Section 405.040.

Commented [SL8]: These standards were requested to be removed by Aldermen Rittman at the February 4, 2020 Board of Aldermen meeting.

SHORT-TERM RENTAL REGULATION & THE CITY OF PARKVILLE

Office of Community
Development



BACKGROUND

- Growth of short-term rental services has expanded in recent years, with numerous impacts on communities
- How to best regulate these services has proven to be a challenge
- There are many approaches guidance* suggests that cities focus on:
 - Establishing a baseline level of safety
 - Move past “yes or no”
 - Ensure enforcement

*American Planning Association, 2016



Airbnb (above), and VRBO
(Vacation Rentals By
Owner – below) are two of
the most popular short-
term rental services



STATE REGULATION

- No official policies, though some have been introduced
 - SB 310 (2017) | Modified authority of political subdivisions to enact or enforce restrictions on residential dwelling rentals
 - HB 2457 (2018) | More generally change the laws regarding residential-dwelling-rentals (RDRs)
 - Both died in committee
- This is not uncommon across the country, and many regulations that are in place are at the local level, including the Kansas City area

LOCAL REGULATION

- Kansas City, KS
- Liberty, MO
- Lake Ozark, MO
- Kansas City, MO



KCMO

- Well-defined and addresses owner and non-owner occupied...

Kansas City | Ordinance 170771 | Effective May 8, 2018

Owner Occupied

Allows owner-occupied rental per permitted zoning districts

Rented for less than 30 consecutive days

Occupied by owner for min. 270 days per year

May not be located within an accessory dwelling

City-issued permit must be displayed in the interior of unit

Allows in single-family, two-family, or multi-family structure (also with owner occ.)

Non-Owner Occupied

Same as owner-occupied with exception of permit type – seasonal or year-round

KCMO

- Establishes the baseline level of safety and accountability mentioned previously
- Uniquely suited to the city, allowing various zoning types to apply

ISSUES

- Enforcement
- The city lacks staffing to properly patrol and regulate
- This creates conflict with the regulations stated in the ordinance

APPLICATION TO PARKVILLE

- When making policy, enforcement is key...
- Possible route is amend code, creating specific section for RDRs
- Could be included with Tourism/Guest Room Tax
- Clear-cut, allows for conditional review by application

Use	R-1	R-2	R-3	R-4	R-5	OTD	B-1	B-2	B-4-P	BP
Office/Service Uses										
Lodging – Bed & Breakfast				C		P	P	P	P	
Lodging – RDR	C	C	C	C	C	P	P	P	P	
Lodging – Inn						P	P	P	P	P
Lodging – Hotel/Motel								P	P	P

Parkville Zoning Code | Table 405-2: Use Table Excerpt

*Blue text indicates code amendment

*P: Permitted use; C: Use allowed through conditional review; Blank: Use not allowed

CONCLUSION

To address the growth of RDRs, Parkville can:

- Create policies to ensure safety and accountability
- Don't fight it, instead create policies that work for Parkville
- Ensure enforcement is a top priority for any policies put in place





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

Staff Analysis

Agenda Item: 5.A

Proposal: Request for text amendment to Parkville Municipal Code, Title IV: Development Code, Section 402.010 Definitions, Section 405, Section 405.020 Districts & Uses, and Section 405.040 Standards Applicable to Specific Uses, to create provisions and guidelines for short-term residential dwelling rentals.

Staff

Recommendation: Approval or Postponement

Case No: PZ19-12

Applicant: City of Parkville

Pre-Application Mtg: N/A; special workshop held following September 10, 2019 regular meeting the Planning and Zoning Commission.

Exhibits:

- A. This Staff Analysis
- B. Application for Text Amendment
- C. Short-Term Residential Dwelling Rental presentation (dated September 10, 2019; prepared by Zackary Martin, Community Development Intern)
- D: Proposed Text Amendment
 - 1. Section 402.010 Definitions
 - 2. Section 405.020 Districts & Uses, Table 405-2: Use Table
 - 3. Section 405.040 Standards Applicable to Specific Uses
- E: Letter to all neighborhood Home Owner Associations (HOAs)
- F: Additional exhibits as may be presented during the meeting

By Reference:

- A. Parkville Municipal Code, Title IV- Development Code in its entirety
 - 1. Section 402.010 Definitions
 - 2. Section 405.020 Districts & Uses, Table 405-2: Use Table
 - 3. Section 405.040 Standards Applicable to Specific Uses
- B. ST-RDR workshop presentation (by Zack Martin)
- C. Proposed Missouri Senate Bill 310
- D. Proposed Missouri House Bill 2457
- E. City of Liberty, Missouri Municipal Code
- F. City of Lake Ozark Municipal Code
- G. City of Kansas City, Kansas Municipal Code
- H. City of Kansas City, Missouri Municipal Code

- I: Notification of Public Hearing (published in The Platte County Citizen newspaper on October 16, 2019)
J: Notification of Public Hearing (published in The Platte County Citizen newspaper on November 27, 2019)

Comments

Received:

While staff did not receive any written letters or e-mails prior to the completion of this staff analysis report, public comments were provided at the public hearing held on November 12, 2019 by Elaine Kellerman (5243 NW Bluffs Cir, Parkville, MO). Elaine said that she was not aware that Parkville had any Airbnbs, and stated her preference for not allowing them in the community under any circumstance. She said the City did a great job announcing the meeting, but was disappointed by the lack of people in the audience; and stated she's not the only person who feels this strongly against Airbnbs. Elaine said that HOAs can regulate Airbnbs, and said that she's speaking out for the residents of Parkville who are located in neighborhoods that don't have an HOA. She said she wished that communities in the Kansas City region were more proactive in prohibiting Airbnbs because they are prevalent, and said she wished there was more of a way to get a community sense about this issue. She also said she would not want her property values to decline as a result of an Airbnb next door to her house.

Following the November 12, 2019 meeting of the Planning and Zoning Commission, staff received a voicemail from Elaine Kellerman. Elaine wanted staff to be aware of the organization Second Door, a short-term RDR management company based out of Kansas City that assists property owners with listing, managing and operating their RDRs. This includes handling all guest communication, restocking supplies, cleaning and linen service after each stay, keyless guest entry with keypad door locks to ensure safety, etc. Second Door currently manages the commercial RDRs in downtown Parkville.

Background | Growth of third-party short-term residential dwelling rental (RDR) platforms, such as Airbnb, HomeAway and VRBO (Vacation Rentals by Owner) has led to a variety of impacts on the host communities and have increasingly been the subject of new regulations by cities. How to best regulate these services has proven to be a challenge. In 2016, the American Planning Association (APA) published an article in its monthly publication magazine regarding short-term rentals and regulation. The article outlined a path forward for cities with a three-part process:

- Establish a baseline level of safety and accountability.
- Move past “yes or no”, meaning a debate on whether or not RDRs should be allowed to creating regulations that are best suited to the community.
- Ensure enforcement.

Work Session | Following the September 10, 2019 regular meeting of the Planning and Zoning Commission, a special workshop was held regarding short-term RDRs, their existence and regulation in Parkville. A presentation was provided by Zack Martin (Planning Intern, Community Development Department; **Exhibit C**) and discussion followed. Following this discussion, it was decided that additional research was necessary before creating a policy for the City of Parkville.

Analysis & Comments | Staff researched municipalities throughout the region which have enacted ordinances pertaining to RDRs (see Exhibits E-H by Reference). Regulation regarding short-term rentals has been introduced at multiple levels in many locations across the United States, including state and local levels; however, only a small number of cities have enacted any form of code or ordinance regulating these services. Regulation of short-term rentals in Missouri varies. While there are no official policies enacted at the state level, two bills have been introduced during the past couple of years which addressed RDRs. Missouri SB 310 was introduced in 2017 to modify the authority of political subdivisions to enact or enforce restrictions on RDRs, but the bill died in committee. Missouri HB 2457 was introduced in 2018 to generally change the laws regarding RDRs, but this bill also died in committee.

Locally there are a few cities that have explored and enacted regulation regarding RDRs. These cities include Kansas City, Mo.; Liberty, Mo.; Lake Ozark, Mo.; and Kansas City, Kan. A staff memorandum of research presented at the September 10, 2019 special workshop specifically mentioned Kansas City, Mo.’s Ordinance 170771, which went into effect in May, 2018. The ordinance is well-defined and addresses both owner-occupied and non-owner-occupied residences. Overall, research shows that because there is in general a lack of regulation at state and national levels, municipalities have a significant amount of freedom to create policies that are best-suited to their respective communities.

In general, where short-term RDRs are permitted, they are located in areas of a community zoned residential, commercial or both. The wide-range of residential types creates a wide-range of options for customers through the third-party platforms; this allows owners the option to offer their residence(s) for short-term rental. Additionally, allowing short-term rental in residential areas increases the potential income for a particular City when a guest tax is utilized, as it creates more rooms for transient guests. Properties in commercial areas tend to be in properties that include apartments above businesses, mixed-use developments, or specially-zoned historic districts. The commercial nature of short-term rental naturally lends itself to this sort of zoning.

Other Considerations | Staff also researched regulations regarding specific issues raised by other municipalities and the Planning and Zoning Commission, including:

- **Permits** | The hosting and listing of a RDR can only occur if the owner submits an application for a special use permit that is approved by the City. Approved properties would be then kept on a registry maintained by the City.
- **HOA Considerations** | Where applicable, the regulations of a Homeowner's Association (HOA), will take precedent regarding RDRs.
- **Maximum** | The maximum amount of days out of the year a property can be offered for short-term rental. Generally with the owner present, this was set at 30 days out of the calendar year. When owners were not present, a permit could be given that allowed seasonal or year-round rental, with term limits for each guest.
- **Guests** | Generally policies limited group sizes to ensure the safety of the guests, owners, and property, as well as to ensure the character of the community was maintained. Typically a maximum of eight (8) guests was the norm.
- **On-Site Regulations** | Varied by municipality. Generally regulations included the assertion that there would be no parties or large group events, properties would be compliance with all safety requirements, be registered, or any other stipulation placed in their City Code.
- **Enforcement** | The use of permits, registries, and inspections were some of the ways municipalities have enforced policies in this area.

Proposed Text Amendment | It is recommended that the City amend **Section 402.010 Definitions** to include definitions pertaining to short-term RDRs. This includes definitions for *Short-Term Residential Dwelling Rental* (Exhibit D.1).

As noted in the Analysis and Comments section above, staff researched several local municipalities throughout the region that have enacted ordinances pertaining to residential dwelling rentals. In general, when allowed, most municipalities permit RDRs in the following locations:

- **Residential** | Areas zoned R-1, R-2, R-3, R-4, and R-5 through an Application for Conditional Use Permit that is then approved by the City.
- **Commercial** | Areas zoned OTD, B-1, B-2, and B-4-P by-right, but must also submit and have on file with the City Clerk a current In-Town Business License Application, which allows staff to place the property on a registry maintained by the City.

Based on this information, staff has proposed a text amendment for **Section 405.020 Districts & Uses**, specifically Table 405-2: Use Table (Exhibit D.2). The text amendment would create a new section within "Office/Service Uses" called "Lodging – Shorty-Term Rental" and reflect the above allowed zoning districts. These zones were selected for conditional use and use by-right due to the nature of their current usage.

Finally staff prepared a proposed text amendment for Section 405.040 Standards Applicable to Specific Uses to define the usage and requirements for short-term RDRs (Exhibit D.3). This includes application and permit requirements, on-site regulations, time frames, owner/non-owner requirements, etc. Based on feedback from the Planning and Zoning Commission at their November 12, 2019 regular meeting, staff has eliminated the term "resident" from the text

amendment, and replaced it with the terms “owner/non-owner applicant” and “non-resident guests”.

Public Hearing – November 12, 2019

On Tuesday, November 12, 2019 the Planning and Zoning Commission held a public hearing to consider Case No. PZ19-12. Following discussion, the Commission had some modifications for the text amendment, and based on feedback provided at the public hearing, recommended (by a vote of 6-0) to postpone their consideration of the text amendment until their next meeting in December; and in the meantime requested staff to do additional notification/outreach to the community, as well as reach out to all the neighborhood Home Owners Associations (HOAs), notifying them that the City of Parkville is considering adopting regulations pertaining to short-term RDRs and is seeking public input. Following the meeting, staff prepared a letter and provided it to all HOA Presidents, contacts and representatives we had on file (see Exhibit E).

Staff received feedback that the Riss Lake HOA covenants/agreements prohibit the use of short-term RDRs. Staff also received feedback that the Parkville Heights covenants/agreements were drafted over 50 years ago and state that only one family may occupy a residence at a time — this would cause a conflict during a situation where an owner were to occupy their residence at the same time as an RDR tenant.

Existing RDRs in the Community

Following the November 12, 2019 meeting of the Planning and Zoning Commission, staff researched to see if there are any existing short-term RDRs in the community of Parkville listed available on RDR platforms. In addition to four *Lodging – Inn* rooms available commercial properties in the “OTD” Old Town District in downtown Parkville (currently permitted by our Title IV: Development Code), staff found the following properties in residential districts in our municipal limits listed with rooms available:

Short-Term RDR Platform	Available Listings in Parkville, Mo.
Airbnb	Accessory Dwelling Unit 603 NW Park St.
	Basement Studio Unit Unknown Address Riss Lake subdivision
Booking.com	Main Street Inn* 504 Main St.
HomeAway	None
VRBO	None

**Lodging – Bed & Breakfast* use permitted via Conditional Use Permit

Staff Conclusion and Recommendation | Staff recommends that the Planning and Zoning Commission provide comments and questions to staff, and either approve the text amendment as is, approve the text amendment subject to modifications, or postpone consideration until a

later date so staff may modify the text amendment based on the comments, questions, or suggestions for Parkville Municipal Code, Title IV: Development Code, Section 402.010 Definitions, Section 405.0202 Districts & Uses, and Section 405.040 Standards Applicable to Specific Uses. Consideration for a text amendment requires a public hearing; notice of which was published in The Platte County Citizen newspaper on October 16, 2019, as well as again on November 27, 2019. It should be noted that the recommendation contained in this report is made without knowledge of any facts and testimony that may be presented during the public hearing, and that the conclusions herein are subject to change as a result of any additional information that may be presented.

Necessary Action | Following the consideration of the proposed text amendment, the factors discussed above and any testimony presented during the public hearing, the Planning and Zoning Commission must recommend approval (with or without conditions) or denial of the text amendment, unless otherwise postponed. Unless postponed, the Planning Commission's action will be forwarded to the Board of Aldermen along with any explanation thereof for final action at their January 7, 2020 regular meeting.

End of Memorandum



11-21-19

Stephen Lachky
Community Development Director

Date

Cc: Zackary Martin
Community Development Intern



Application #: Case No. PZ19-12

Date Submitted: 10/08/2019

Public Hearing: 11/12/2019

Date Approved:

CITY OF PARKVILLE • 8880 Clark Avenue • Parkville, MO 64152 • (816) 741-7676 • FAX (816) 741-0015

Application for Text Amendment

Applicable to Chapters, Sections and Subsections within Parkville Municipal Code Title IV Development Code

1. Applicant / Contact Information

Applicant(s)

Name: Joe Parente

Address: 8880 Clark Ave

City, State: Parkville, MO

Phone: (816) 741-7676 Fax: (816) 741-1300

E-mail: jparente@parkvillemo.gov

Primary Contact(s), if different from applicant(s)

Name: Stephen Lachky

Address: 8880 Clark Ave

City, State: Parkville, MO

Phone: (816) 741-7676 Fax: (816) 741-1300

E-mail: slachky@parkvillemo.gov

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 all text amendments are subject to statutory requirements and 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 shall constitute cause for fines, punishments and revocation of approvals as applicable.

Applicant's Signature (Required)

Date: 10/08/19

2. Proposed Text Amendment

The following information may be submitted on a separate sheet if necessary.

Amendment proposed to (Chapter, Section and Subsection number): Title IV: Development Code

Section / Subsection Title: Section 402.010 Definitions; Section 405.020 Districts & Uses; Section 405.040 Standards Applicable to Specific Uses

Existing text: Lodging – Bed & Breakfast (up to 5 rooms). A lodging use in a residential building type that has up to 5 guest rooms and a resident manager for accessory meals, operations and cleaning services.

Lodging – Inn (up to 20 rooms). A lodging use in a small commercial building that accommodates up to 20 rooms which may include limited accessory services such as a small restaurant or lounge.

Lodging – Hotel/Motel. A lodging use in a large commercial building or complex designed for more than 20 guest rooms, as well as associated restaurant, event and conference services.

Proposed text: See Attached

Reason for amendment:

Growth of short-term rental services, or residential dwelling rentals, such as Airbnb and VRBO (Vacation Rentals by Owner) has led to a variety of impacts on the host communities and have increasingly been the subject of new regulations by cities. How to best regulate these services has proven to be a challenge.

An ordinance would establish a baseline level of safety and accountability through the stated permit process and guidelines that hosts must follow the additional code requirements. The ordinance would be uniquely suited to the City of Parkville, allowing for various zoning types to apply for RDRs.

Last modified June 2017

3. Potential benefits / effects

Generally, amendments are evaluated based on whether their benefit will likely outweigh any potential pitfalls, and their ability to implement community goals and objectives and improve the existing code. Describe below or on a separate sheet potential benefits and effects of the proposed amendment.

General benefits to property and residents in the City of Parkville (i.e., does the amendment make the code conform more closely with the City's Master Plan; improve public health, safety or general welfare; clarify or better implement the intent of the Code; or other):

An ordinance would establish a baseline level of safety and accountability through the stated permit process and guidelines that hosts must follow the additional code requirements. The ordinance would be uniquely suited to the City of Parkville, allowing for various zoning types to apply for RDRs. This would:

- Establish a baseline level of safety and accountability.
- Move past "yes or no", meaning a debate on whether or not RDRs should be allowed by creating regulations best suited to the community.
- Ensure enforcement

The ordinance would also enforce a tax of five percent (5%) on charges for sleeping rooms paid by guests of hotels, motels, bed and breakfasts inns, etc. per City policy.

General effects to property and residents in the City of Parkville:

If allowing RDRs, one possible route for Parkville to take is to amend the code regarding lodging in office/service uses and create a specific section for short-term rentals. Doing this would allow the city to allow RDRs via a conditional review based on a resident's application.

In addition to altering the code to allow RDRs in a variety of zoning types, clear-cut policy similar to that enacted by Kansas could be put in place regarding permits for rentals, length of rentals, occupancy requirements, etc. The ordinance would also enforce a tax of five percent (5%) on charges for sleeping rooms paid by guests of hotels, motels, bed and breakfasts inns, etc. per City policy.

4. Checklist of required submittals

- ☒ Completed application, including all required details and supporting data.
- ☐ Nonrefundable application fee of \$300.00. Separately, the applicant will be billed to recover costs for required publication notice per Parkville Municipal Code Title IV, Section 403.010, Subsection E.

For City Use Only

Application accepted as complete by: Stephan Laehky, Community Development Director 10/08/2019
Name/Title Date

Application fee payment by N/A ☐ Check # ☐ M.O. ☐ Cash

Accepted by:  Stephan Laehky, Community Development Dir 10/08/2019
Name/Title Date

☒ Hearing notice published in: The Platte County Citizen Date of publication: 10/16/2019

☐ Final reimbursable costs paid (if applicable). Date of Action: N/A

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:

Summary of Public Meetings, Forums and Hearings

Application for Text Amendment (Case No. PZ 2019-12)

Spring-Fall 2019

- Aldermen stated (at various Board of Aldermen meetings) how short-term rentals through online platforms such as Airbnb, HomeAway and VRBO are been becoming more popular nationwide, and it's only a matter of time before they are common throughout the City of Parkville.
- Aldermen requested staff to conduct research and codify regulations for short-term dwelling rentals in our Municipal Code.

September 10, 2019 special workshop with the Planning and Zoning Commission

- Zackary Martin (Planning Intern) presented an overview of the short-term rental services, research on Missouri State and local regulation, and considerations the City should consider if enacting regulation.

November 12, 2019 meeting of the Planning and Zoning Commission

- First public hearing to consider a text amendment to the Development Code to create provisions for short-term rentals in residential districts.
- P&Z Commission suggested changing the language "owner" and "resident" to "host" (owner/non-owner applicant) and "non-resident guest"
- P&Z Commission suggested allowing a greater number of units in a multi-family structure be eligible for short-term rentals.

December 16, 2019 meeting of the Planning and Zoning Commission

- A continued public hearing at the request of residents wanting staff to notify all neighborhood HOAs and re-notice the hearing via the City's communications and social media.
- Bills were proposed through the Missouri General Assembly (to prohibit municipalities from enacting regulations) by they died.
- Staff can utilize its Property Maintenance Code and fine properties up to \$500/day for illegally operating Airbnbs in non-conforming zoning districts.

January 7, 2020 meeting of the Board of Aldermen

- Discussed differences between long-term leases and short-term rentals (as well as how some cities have official rental inspection programs)
- Discussed benefits of having short-term residential rentals in the community in terms of property maintenance upkeep, and how the platforms' rating system naturally regulates itself.
- Aldermen felt there should be no duration/maximum length of stay requirement, as Parkville is unique with Park University in our city limits and this would be a detriment for students desiring to stay in town during the summer and winter breaks. Aldermen also felt the overall quality of life would be improved without a time restriction.
- Aldermen decided to "take no action" at this meeting; and spend time between now and next month's regular meeting communicating with their constituents about the proposed text amendment in order to receive comments/feedback.

February 4, 2020 meeting of the Board of Aldermen

- Recapped last meeting and explained how the proposed regulations only apply to RESIDENTIAL zoning districts (as all Lodging uses are currently permitted in all COMMERCIAL zoning districts).
 - Aldermen explained how this was a point of confusion with some of their constituents.
- Discussed how the Board of Aldermen has discretion to require annual inspections for Airbnbs as part of the Conditional Use Permit conditions of approval.
 - If this occurs, Chris Williams explained how a conditional use permit can automatically renew each year if the owner provides proof of certified inspection.
 - This led to a broader discussion on how some larger communities have a city-wide rental inspection program for ALL residential properties, not just for Airbnbs.

Summary of Public Meetings, Forums and Hearings

Application for Text Amendment (Case No. PZ 2019-12)

- Jeremy Jordan (Second Door, Airbnb Management Kansas City) spoke during public comments, stating he manages more than 30 properties in the Kanas City metropolitan. When asked (in his experience) whether short-term rentals or long-term rentals are better maintained, he stated short-term rentals are because their business wouldn't thrive on poor reviews.

March 3, 2020 meeting of the Board of Aldermen

- Staff clarified the purpose of the 5% Tourism Tax, which would apply to all short-term rentals; and explained how it's not a new tax, but was passed via a citywide vote on November 19, 2002 in order to fund the promotion of tourism.
- City Attorney explained that cities cannot enforce Homeowner Association (HOA) rules/regulations, but can take them into consideration when considering an Application for Conditional Use Permit.
 - For example, if an HOA prohibits Airbnbs, staff will likely recommend denial of all applications in that neighborhood. And if for some reason staff, the Planning and Zoning Commission and Board of Aldermen all recommend approval, the HOA can still deny the short-term rental and take them to court.
- Elaine Kellerman (5243 NW Bluffs Circle) asked if the City could put the proposed text amendment for short-term rentals on a ballot for citywide vote. City Attorney explained how Missouri 4th Class Cities are limited to what they can put on the ballot by Missouri Statutes.
- Aldermen stated they were pleased with the revisions to the text amendment and voted to approve the first reading of an ordinance creating provisions for short-term rentals.

March 17, 2020 meeting of the Board of Aldermen

- No action was taken.
- Mayor stated the 2nd reading of an ordinance for the text amendment would be postponed to a future meeting due to the limiting of public gathering as a result of the COVID-19 pandemic.

August 17, 2021 meeting of the Board of Aldermen

- Staff provided a PowerPoint presentation recapping the proposed text amendment, and providing a summary of all public meeting, forums and hearings regarding Case No. PZ 2019-12.
- Staff responded to an e-mail from a resident, explaining why a specific proposed standard for Section 405.040 was removed.
- Aldermen decided to "take no action" at this meeting. Recommended reconsidering the proposed text amendment at next month's regular meeting; and in the meantime have staff provide notification to all City residents who may be interested.



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

Monday, November 18, 2019

Mr./Mrs. _____

_____ Home Owners Association

Dear _____,

This correspondence is in reference to a recent public hearing held by the Parkville Planning & Zoning Commission on November 12, 2019. The subject of this hearing was the use of short-term residential dwelling rentals (Airbnb, VRBO, etc.) in the City of Parkville, and the presentation of a text amendment to City Code to create policies regulating the use of these services in the City of Parkville. The amendment was ultimately tabled to allow for changes to be made to the text and to increase public awareness on the topic for the next public hearing, which will take place during the regular Planning Commission meeting on **Monday December 16, 2019, at 5:30 pm.**

We are reaching out to raise awareness within the HOA communities in Parkville of the next public hearing on the topic. As there is no current policy within the City regarding short-term residential dwelling rentals, public input is valued and encouraged. The proposed policy specifically includes regulation regarding HOA's and states that where the use of short-term residential dwelling rentals is prohibited by the HOA, the HOA policy shall take precedent over the City's policy regarding short-term residential dwelling rentals. The City would appreciate if your HOA would be able to inform the City as to whether your neighborhood allows short-term rentals. If you are unsure on any policy in your community, are in the process of crafting one, or would like more information on the situation as a whole, we encourage you and members of your HOA to attend the next public hearing to learn more and provide input.

More information regarding the public hearing, including the current proposed text amendment and other documents, can be found online at parkvillemo.gov, under the "Government" tab in "Public Hearings". We have also included a flier promoting the hearing that you are welcome to share with your community. If you have questions, please do not hesitate to reach out.

Thank you,

Community Development Department
City of Parkville, Missouri



REVISED Memorandum

To: Board of Aldermen

From: Shakedra Knight/Management Analyst/Community Development Assistant

Date: Thursday, January 16, 2020

Re: City Requests Text Amendment to Code to Create Provisions for Short-term Residential Dwelling Rentals

The City of Parkville has requested to amend the text in the Municipal Code sections 402.010, 405.020 and 405.040 to create provisions and guidelines for short-term residential dwelling rentals (RDRs). The Planning and Zoning Commission held a work session and two public hearings and recommended approval of the amendments at their December 12, 2019 meeting.

At the January 7, 2020 Board of Aldermen meeting staff presented the Text Amendment request to the Board for the first reading. Following public comments and discussion, the Board took no action on the item and directed staff to research Home Owner's Association regulations within the City's subdivisions regarding the allowance or exclusion of short-term RDRs. The table below details the findings:

Subdivisions	Contact Name	Position on RDR's
The Bluffs	Cyndy Platt	RDR's not allowed per covenants
Main Street	_____	No HOA
The National	Dale Brouk	Not allowed - all leases must be a 1 year minimum and approved by the HOA Board
Parkville Heights	Doug Wylie	RDR's limited - short-term rental allowed w/condition that only one family can occupy a residence. Single or multiple room rentals are not allowed.
Pinecrest	_____	No HOA
Riss Lake	Christine Lentz, President	Not allowed - all leases must be a 1 year minimum and approved by the HOA Board
Riverchase	Jeff Watson (former, informal Pres.)	No formal HOA
River Hills Estates	Travis Roth, President	Allowed - no restrictions that prevent RDR's
Thousand Oaks	David Barth, President	Did not respond - 2 attempts via email
Creekside	Brian Mertz	Will not exclude short-term rentals

February 4, 2020

To: Parkville Board of Aldermen

This letter is in response to the proposed Airbnb ordinances included in the Feb. 4, 2020 board packet.

I find it sad that when someone gets a business idea to bring people from outside into the community, the first reaction of city hall is to put up barriers and impose fees and taxes.

My comments, not in any particular order:

- The packet comments note the lack of attendance at the November 12th meeting. Not everyone in Parkville follows the activities of city hall. Lack of attendance does not constitute lack of interest.
- In regard to Ms. Kellerman's comments, what evidence exists to support her assertion that Airbnb impairs property values? What evidence was provided by Ms. Kellerman?
- The packet states that aldermen reached out to residents. If so, when, how many, feedback, etc.?
- The city wants to impose its 5% tourism tax. If the city wants to be competitive, why not lower that tax? Or eliminate it?
- Second Door, an entity that manages Airbnb, offices in downtown Parkville, at least for now. They may look elsewhere depending on how the city proceeds.
- Have you taken time to understand the Airbnb market? Have you talked to local owners and viewed their properties? Have you spoken with the owners of or requested a statement from Second Door?
- I don't know all the Airbnb rules, but having used Airbnb in other cities, this is a market that is going to grow. Perhaps some like Ms. Kellerman fear that this industry attracts low quality tenants. I would wager that it is otherwise.
- Restricting rentals to 30 days, assuming I am reading that correctly (and among other constraints), appears arbitrary. Simply following what other cities are doing may not achieve an optimal result.
 - My son is currently in Chicago on an internship required for his degree. We rented an Airbnb for nine weeks. With a 30 day limit, he would be moving twice within his stay. That would be senseless.

- o The woman who owns the Airbnb my son is renting has two units in a carriage house behind her main house. As I understand, this would be classified as an accessory dwelling. And as an aside, his unit is fully equipped; it was spotless when we arrived.
- o Airbnb offers discounts for longer term stays, which means a higher occupancy rate and an opportunity for more sales taxes if the occupant shops locally. What if someone working on a long term project (e.g., Cerner, Leavenworth, KCI airport, Park College, downtown) prefers an Airbnb to a hotel? Airbnb responds to a market need that apartments and most hotels don't.

This proposed ordinance, as I read it, sends a negative message. If you want people to come to this city, don't penalize them or the business owners that serve them. A 5% tax on zero sales yields zero income to the city.

I urge you to develop a better understanding of a rapidly growing and changing market before you lock in place a set of regulations.

Alternatively, consider doing something more constructive, like figure out how to fund and install quiet zone train horns. I can hear them in my house, which means for everyone closer to downtown, it's worse.

Regards,
Gordon Cook

**CITY OF PARKVILLE
Policy Report**

Date: August 31, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Adopt an ordinance to approve a lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 3 (Public Works)

BACKGROUND:

The City maintains four tornado sirens, which are part of the Platte County Emergency Management system, in various locations around Parkville. The City is responsible for the maintenance of sirens located within the city limits.

With the expansion of Fire Station No. 3, located along Highway 45 near National Drive, the existing tornado siren needed to be relocated. With the relocation, staff recently discovered that the siren is not currently in service. Since the siren is located on property owned by the Southern Platte Fire Protection District (SPFPD), it is necessary to enter into a lease agreement for the tornado siren. The SPFPD has proposed a tornado siren lease agreement that includes a \$150 monthly fee. Staff feels that a reasonable rate would be \$20 to \$30 per month, based on the monthly electrical service fees for other sirens within the city.

There have been other costs associated with the relocation of the siren. The SPFPD paid approximately \$4,000 to relocate the siren as part of their expansion project. A previous request for the City to incur this cost was turned down by the Finance Committee due to the lack of a formal agreement that assigned this responsibility to the city. Lastly, there is an additional cost of approximately \$2,000 to reconnect the relocated siren. The SPFPD has stated this cost is the responsibility of the City.

BUDGET IMPACT:

There is funding in the General Fund to cover the additional expense of \$20-\$30 per month through the end of the year. Additional funding will be programmed into the 2022 budget to cover this additional expense.

ALTERNATIVES:

1. Approve the lease agreement with Southern Platte Fire Protection District for the tornado siren at Fire Station No. 3.
2. Provide guidance to staff related to the tornado siren.
3. Do not approve the lease agreement
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on August 30, 2021, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen approve a lease agreement with Southern Platte Fire Protection District for the tornado siren located at Fire Station No. 3.

STAFF RECOMMENDATION:

Staff recommends entering into a lease agreement with SPFPD for the tornado siren at Fire Station No. 3. A reasonable fee would be \$20-\$30 to cover the electrical costs. Agreements between the City and other public agencies require ordinance approval. Due to the emergency nature of this item, staff recommends that the board perform both readings in a single meeting.

POLICY:

The lease agreement will need to be approved by the Board of Aldermen. Intergovernmental agreements require an ordinance.

SUGGESTED MOTION:

I move to approve Bill No. 3140, an ordinance approving a lease agreement with the Southern Platte Fire Protection District for the tornado siren at Fire Station No. 3, on first reading.

I move to approve Bill No. 3140, an ordinance approving a lease agreement with the Southern Platte Fire Protection District for the tornado siren at Fire Station No. 3, on second reading to become Ordinance No. ____.

ATTACHMENTS:

1. Ordinance
2. Lease Agreement

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE SOUTHERN PLATTE FIRE PROTECTION DISTRICT FOR THE TORNADO SIREN AT FIRE STATION NO. 3

WHEREAS, the Southern Platte Fire Protection District owns the property associated with Fire Station No. 3 located at 10811 NW Highway 45 in Parkville; and

WHEREAS, the City of Parkville is responsible for maintaining tornado sirens located within the city limits; and

WHEREAS, Southern Platte Fire Protection District recently upgraded Fire Station No. 3, which required the relocation of a tornado siren located at the fire station; and

WHEREAS, the City desires to enter into a lease agreement with Southern Platte Fire Protection District to allow the tornado siren to remain on their property; and

WHEREAS, the proposed agreement outlines the responsibilities related to the maintenance of the tornado siren located at Fire Station No. 3.

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

Section 1. The Mayor is hereby authorized to sign an agreement with Southern Platte Fire Protection District outlining the maintenance responsibilities associated with the tornado siren located at Fire Station No. 3.

Section 2. This ordinance shall be in effect immediately upon its passage and approval.

PASSED and APPROVED this 7th day of September 2021.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney

TORNADO SIREN LEASE AGREEMENT

This Agreement, made this ____ day of ____, 2021, by and between the SOUTHERN PLATTE FIRE PROTECTION DISTRICT, with its principal office at 8795 NW Highway N., Kansas City, MO 64153, hereinafter designated **LESSOR**, and CITY OF PARKVILLE, MISSOURI, with its principal office at 8880 Clark Ave., Parkville, MO 64152, hereinafter designated **LESSEE**. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

RECITALS

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space on the LESSOR's current Premises, hereinafter referred to as the “**Premises**”, located at _____-together with the non-exclusive right (the “**Right of Way**”) for ingress and egress to and from the Premises upon reasonable notice to LESSOR, for foot or motor vehicle traffic, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right-of-way extending from the nearest public right of way; and together with any further rights of way (the “**Further Rights of Way**”) over and through the Premises, for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The space is made a part hereof demised premises and are collectively referred to hereinafter as the “**Premises**”.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the Tornado siren as well as all equipment and appurtenances necessary for use of the siren.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment.

2. **TERM; RENTAL DOCUMENTATION; ELECTRICAL.**

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for one (1) year and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due a monthly rental of One-hundred Fifty Dollars (\$150.00) to be paid on the first day of the month, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 19, below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of February, 2021, whichever occurs first. If the date of commencing installation of

equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or February 1, 2021, if applicable, being the “**Commencement Date**”). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date if the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. If the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is February 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for February 1 by February 1, and if the Commencement Date is February 1 and a required written acknowledgement confirming the Commencement Date is dated February 14, LESSEE shall send to the LESSOR the rental payments for February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the “**Rental Documentation**”) evidencing LESSOR’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE’s reasonable discretion, evidencing LESSOR’s good and sufficient title to and/or interest in the Premises and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of reasonably requested Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Premises or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by

any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, allow electrical service access within the Premises. If permitted by the local utility company servicing the Premises, LESSOR shall allow LESSEE, at LESSEE'S cost, to install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE, at its sole cost and expense, shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. LESSOR must send all invoices for power consumption, which invoices must include the site name and number. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Premises in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

3. **EXTENSIONS.** This Agreement shall automatically be extended for an additional two (2) year term unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least sixty (60) days prior to the end of the then current term.

4. **ADDITIONAL EXTENSIONS.** If at the end of the initial two (2) year extension the term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least sixty (60) days prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a one year (1) term and successive one (1) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of any such term. Annual rental for the first additional one (1) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term plus five percent (5%). Rental for any subsequent one (1) year term(s) shall increase by five percent (5%) over the immediately preceding term. The initial term and all extensions shall be collectively referred to hereafter as the "**Term**".

5. **TAXES.** LESSOR is a political subdivision which does not pay taxes on its real estate or personal Premises. LESSEE shall have the responsibility to pay any

applicable personal Premises, real estate taxes, assessments, or charges owed on the Premises that relate to LESSEE'S ownership or use.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment.

6. **USE; GOVERNMENTAL APPROVALS.** LESSEE shall use the Premises for the purpose of installing, maintaining, repairing and operating a tornado siren. All improvements, equipment, antennas, fiber and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE, performed by or on behalf of LESSEE, at LESSEE's sole cost and expense. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, and/or conduits or any portion thereof, whether the equipment, fiber, or conduits are specified or not on any exhibit attached hereto, during the Term. However, prior to attaching any improvements, equipment, or conduits to LESSOR's existing facility, LESSEE must obtain LESSOR's written consent, which consent shall not be unreasonably delayed, conditioned or withheld. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises as set forth above. LESSOR shall reasonably cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by LESSEE. If (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. **INDEMNIFICATION.** Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or Premises damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the

negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. **INSURANCE.** LESSEE shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Siren, pole, and any electrical equipment or wiring related thereto at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSEE's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Siren required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

9. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. **ACCESS TO SIREN.** LESSOR agrees the LESSEE shall have access to the Siren, upon providing LESSOR prior notice (notice must be given pursuant to the emergency notice provisions of Paragraph 25, below), which access is limited to the purpose of installing, maintaining or removing LESSEE's equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Siren location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

11. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal Premises and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal Premises of LESSEE shall remain the personal Premises of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real Premises under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay two hundred percent (200%) of rent at the then existing monthly rate until such time as the removal of its building(s), antenna(s), equipment, conduits, fiber, fixtures and all personal Premises are completed.

12. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

13. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by LESSEE, or a larger portion thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Siren and/or Premises occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith or assigns this Agreement to that third party, LESSOR shall be released from its obligations to LESSEE under this Agreement, and LESSEE shall not have the right to look to LESSOR for the full performance of this Agreement.

14. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

15. **TITLE.** LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Premises, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. **INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The

failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity

17. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Missouri with the parties hereto consenting to the exclusive venue and jurisdiction of the Circuit Court of Platte County, Missouri for all purposes relating to this Agreement.

18. **ASSIGNMENT.** This Agreement may not be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE, or to any entity which acquires all or substantially all of LESSEE's assets by reason of a merger, acquisition or other reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of interest or control of LESSEE or transfer upon dissolution of LESSEE shall constitute an assignment hereunder.

19. **NOTICES.** Except as otherwise provided herein, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Southern Platte Fire Protection District
8795 NW Highway N
Kansas City, Missouri 64153
(816) 640-2752

LESSEE: City of Parkville, Missouri
8880 Clark Ave.
Parkville, MO 64152

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Under the provisions of Paragraphs 13 and 29 of this Agreement, notice may be given to the appropriate Party by telephone, as follows:

LESSOR: Southern Platte Fire Protection District
Fire Chief
(816) 741-2900 ext. 4200

LESSEE: City of Parkville, Missouri

Public Works Director
(816) 741-7676

20. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

21. **SUBORDINATION AND NON-DISTURBANCE.** At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "**Mortgage**") by LESSOR which from time to time may encumber all or part of the Premises, Siren or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Siren or Premises, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("**Lender's**") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Siren or Premises, Lender or such successor-in-interest or Purchaser will: (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE: (1) confirms that the Agreement is subordinate to the Mortgage or other real Premises interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Siren or Premises and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. If LESSOR defaults in the payment and/or other performance of any mortgage or other real Premises interest encumbering the Premises, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default, and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real Premises interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. **RECORDING.** LESSOR agrees to execute a Memorandum of this Agreement, the form of which shall be reasonably determined by LESSOR, which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payment(s).

23. **DEFAULT.**

- a. If there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSEE fails, within five (5) days after receipt of the emergency notice of such breach outlined in Paragraph 25, above, to perform an obligation required to be performed by LESSEE if the failure to perform such an obligation interferes with LESSOR's ability to conduct its business on the Premises; provided, however, that if the nature of LESSEE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.
- b. If there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of the emergency notice of such breach outlined in Paragraph 25, above, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Premises; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

24. **REMEDIES.** Upon a default and compliance with default provisions of this Agreement, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event

of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE.

25. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Siren or Premises, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless from and assume all duties, responsibility and liability for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Siren or Premises or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless from and assume all duties, responsibility and liability for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSOR; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Siren or Premises or activities conducted thereon, unless such environmental conditions are caused by LESSOR.

26. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Premises is damaged by fire or other casualty so that

such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

27. **CONDEMNATION.** In the event of any condemnation of all or any portion of the Premises, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Siren, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

28. **SUBMISSION OF AGREEMENT / PARTIAL INVALIDITY / AUTHORITY.** The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on

such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

29. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Premises and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, and building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “**Laws**”). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

30. **SURVIVAL.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized officers the day and year first above written.

LESSOR:

**Southern Platte Fire Protection
District**

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

City of Parkville, Missouri

By: _____

Date: _____

**CITY OF PARKVILLE
Policy Report**

Date: August 31, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a professional services agreement with McClure Engineering for the design of the Platte Landing Park Ballfields project (Public Works)

BACKGROUND:

In 2008, Platte County purchased the farm land, now known as Platte Landing Park (PLP), from the Kringle family. Since that time, several of Platte County's parks master plans have shown the area around Platte Landing Park with recreational fields.

On November 15, 2016, the Board of Aldermen adopted the 2016 Parks Master Plan which serves as a road map for the utilization, development and expansion of the City's parks system. The primary goal was to review the priorities of the riverfront park system and document a long-term strategy for development of the future parks system.

The 2016 Parks Master Plan provided a concept plan for the Platte Landing Park sports complex, consisting of four baseball diamonds and six multi-purpose fields with associated parking, concession and restroom amenities. The sports complex was conceptually designed around the proposed Section 1135 wetlands project.

The City hired McClure to integrate the Parks Master Plan conceptual design of the sports fields with the finalized design of the wetlands. During the November 13, 2019, meeting, members of the Community Land and Recreation Board (CLARB) discussed their vision for the future sports fields. A subsequent meeting was held with CLARB to discuss the layout and, based on that discussion and additional small committee meetings, the design consultant revised the sports field layout.

Since that time, staff has been reviewing the current parks capital budget, anticipated sales tax revenues, potential for donations and project financing. It has been determined that approximately \$2.5 million is available to fund the project, through a combination of sales tax, donations and financing.

In February 2021, the Board of Aldermen approved a resolution of support for the Parks and Recreation Partnership Grant offered by Platte County. The total grant request of \$1 million was approved by Platte County in June 2021.

Since that time, staff has met with McClure Engineering to discuss the scope associated with the design of the proposed sports fields. A large element to the design will be public engagement. Vireo will serve as a subconsultant to support public engagement throughout the design process.

Traffic is another major component to the ballfield project. The City will contract separately with George Butler Associates to study the traffic issues related to the project. Initial traffic counts have been collected in the area around the ballfields. A subsequent traffic study will collect data associated with regional roadway connections near downtown Parkville. Updates related to the traffic study will be presented to the Board of Aldermen.

BUDGET IMPACT:

Approximately \$2.5 million of the Parks Sales Tax revenues is available for the design and construction of the PLP ballfields. Platte County has approved a Partnership Grant in the amount of \$1 million for the ballfield improvements. The total project budget for design and construction is \$3.5 million.

ALTERNATIVES:

1. Approve a professional services agreement with McClure Engineering for the design of the PLP ballfields.
2. Provide direction to staff related to the scope and fee for the PLP ballfield design.
3. Postpone this item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on August 30, 2021, the Finance Committee, by a vote of 4-0, recommended that the Board of Aldermen approve a professional services agreement with McClure Engineering for the design of the Platte Landing Park Ballfield project in the amount of \$264,780.

STAFF RECOMMENDATION:

Staff recommends the approval of a professional services agreement with McClure Engineering for the design of the PLP ballfields.

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 McClure Engineering for the design of the Platte Landing Park Ballfield project in the amount of \$264,780.

ATTACHMENTS:

1. Agreement
2. Design Scope
3. Design Fee
4. Public Engagement Plan

CITY ENGINEERING AND ARCHITECTURAL PROFESSIONAL SERVICES AGREEMENT
PLATTE LANDING PARK SPORTS COMPLEX

THIS SERVICE AGREEMENT, entered into on this 17th day of August 2021, by and between the CITY OF PARKVILLE, MISSOURI ("City") and McClure Engineering Company ("Service Provider").

WHEREAS, the City requires engineering, architectural and public engagement professional services ("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.

WHEREAS, the City has budgeted funds to acquire on-call engineering and architectural services as necessary to meet the periodic needs of the City.

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 Service Provider agrees to perform and complete the following Services:
 - i. When notified by the Public Works Director, Community Development Director or City Administrator, or their designees, either verbally or in writing, the Service Provider shall meet with City staff to discuss engineering and architectural needs. Meetings may occur via telephone or in person at a location of mutual convenience. If requested by City staff, briefly investigate situations or problems, and advise the City staff on the recommended course of action to resolve.
 - ii. If a definable scope and work product can be identified and described in writing, Service Provider will prepare a Work Authorization Form (WA Form), using the template labeled Exhibit B, attached hereto and incorporated by reference, which shall contain a written list of work tasks and an estimate number of hours to complete the Services.
 - iii. Once approved by the City in writing, the Service Provider will complete the services set forth in the WA Form.
 - iv. The City and Service Provider understand that the intent of this Agreement is for the Service Provider to provide their services under an executed WA Form.
 - v. The City reserves the right to direct revision of the Services at the City's discretion. The 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. If conditions arise which constitute a change in scope to a WA Form, the Service Provider will bring this situation to the attention of City staff as soon as possible. If mutually acceptable, the scope of work and the WA Form will be revised through a properly executed amendment to the WA Form. Service Provider is not eligible for compensation for changes in scope unless approved in writing through a revision to a WA Form.
- C. The 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 the 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 based on the hourly rates as outlined in Exhibit A.
 - b. The Service Provider may provide revised billing rates each year, prior to September 1st, during the term of the Agreement. The billing rates will be reviewed and approved by the City Administrator or his or her designee. Once approved, the revised billing rates will be effective for any work performed on or after the anniversary date of the Agreement.
 - c. The revised billing rates may not be adjusted in proportion to the change in the Consumer Price Index (CPI) for All Urban Consumers (US City Average) in the prior 12 month period as published by the U.S. Department of Labor. Such increase shall not exceed 6%, unless otherwise agreed upon.
 - d. Service Provider is not eligible for reimbursement for miscellaneous expenses unless previously approved by the City. Estimated expenses shall be included in the WA Form created for each project. Unit costs for reimbursements shall be included in Exhibit A.
- B. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the Service Provider is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- C. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- B. Services shall be completed within the timeframe(s) outlined in WA Form.
- C. Unless amended in writing by the City and executed by the parties to this Agreement, the Service Provider's estimate of hours and price shall not be exceeded.

- D. 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.
- E. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

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.

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
(816) 741-7676
aabel@parkvillemo.gov

McClure
Attn: Greg Pfau
1700 Swift Street, Suite 100
North Kansas City, MO 64116
(816) 756-0444
gpfauf@mecresults.com

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 project is complete.
- 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.
- M. Modifications. The Agreement cannot be modified or amended unless evidenced in writing, executed by both parties.

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

McCLURE ENGINEERING

By: _____

Greg Pfau, PLA, LEED AP.
Project Manager

EXHIBIT A

SCOPE OF WORK AND FEES ATTACHED HERETO

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.
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 One Million Dollars \$1,000,000.00 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 One Million Dollars (\$1,000,000.00), with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00). 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.

City of Parkville, MO

c/o Alysen Abel, PE, Public Works Director

8880 Clark Avenue

Parkville, MO, 64152

Re: An Agreement for Professional Services for: Platte Landing Park Sports Complex – Preliminary and Final Design Base Contract, Parkville, MO

Dear Ms. Abel:

McClure, hereinafter referred to as the Consultant, subject to the approval and acceptance of this agreement by the City of Parkville, Missouri, hereinafter referred to as the City, agrees to provide Professional Services to the Owner as set forth below:

PROJECT NAME: Platte Landing Park Sports Complex, Parkville, MO

PROJECT DESCRIPTION: Provide the Owner landscape architectural, civil engineering coordination, structural engineering, site planning, architectural services from schematic design through bidding, based upon the following understanding of the project:

1. The Project's developed site area is approximately 23 acres in size.
2. Project Team will consist of the following:
 - 2.1 Lead Consultant, Civil Engineer, and Landscape Architect –McClure
 - 2.2 Public Engagement – Vireo
 - 2.3 Traffic Engineering – GBA (contracted directly with the owner) (Not in Contract)
 - 2.4 Architect – TBD (Not in Contract)
 - 2.5 MEP – TBD (Not in Contract)
 - 2.6 Structural Engineer (Buildings) – TBD (Not in Contract)
 - 2.7 Geotechnical Engineer/Soils Testing for Required Amendments to support sports fields – To be provided through existing on-call agreement by the City of Parkville and contracted directly by the Owner
 - 2.8 Surveyor – To be provided through existing on-call agreement by the City of Parkville and contracted directly by the Owner
3. The Project program includes four (4) recreational youth softball/baseball fields, four (4) recreational youth multi-use fields, and associated parking lot to service the facility.
4. All the sports fields will not be lit.
5. Conceptual programming and location for the playground structure will be included but no design development has been requested.
6. The Project will include up to two (2) buildings of a square footage to be determined. Buildings will include space for, restrooms, and maintenance/storage facilities.
7. The Project's budget is approximately \$3.5 Million Dollars, not including soft costs.
8. Bidding Assistance, Construction Administration, Construction Observation, detailed H&H requirements to be determined with the Corp of Engineers, and professional

services related to any permanent or temporary structures for restrooms/storage/maintenance have not been included in the attached fee. This was not provided because of the need for continued public engagement to finalize the final design direction and will be negotiated once critical milestones in the design direction have been reached.

I. SCOPE OF SERVICES:

A. Master Plan Refinement

In the Master Plan Refinement phase, the Consultant shall evaluate existing site conditions, identify physical, regulatory/permitting, and similar constraints, and develop 2-3 general site plan alternatives for review by the City. The City will select one alternative for the “Concept-Level Design Phase” described in section B. This site master planning phase specifically includes the following tasks:

A.1. Site Survey

The City shall obtain and provide a boundary and topographic survey covering the Project area for use by the Consultant. The survey information shall be provided in “Design Ready” AutoCAD, Civil 3D (2018 or later) format following A/E/C layering standards and in the Missouri State Plane NAD83(CORS96) horizontal coordinate system and NGVD88 vertical datum elevations. The Consultant shall assist the City in monitoring the survey progress/results and reviewing the survey from an engineering design requirements perspective.

A.2. Project Definition & Project Requirements

The Consultant shall assist the City in formally defining Project goals. The Consultant shall evaluate these goals in light of budget constraints, site conditions, regulatory/permitting requirements, and the requirements of authorities having jurisdiction over the targeted sports activities. The Consultant shall assist the City in verifying or amending the Project goals in light of these factors as appropriate. Specific services provided by the Consultant shall include:

A.2.a. Code Review – The Consultant shall identify federal, state, and local authorities having jurisdiction (AHJ) over the anticipated construction. Current regulatory, code, and permitting requirements pertaining to the Project shall be identified, listed, and summarized in a Code Review Report (CRR).

A.2.b. Sports Facility Requirements – The Consultant shall identify sports organizations, clubs, etc. that publish specifications or regulations pertaining to each targeted sports event. Current specification/regulations pertaining to the Project shall be identified, listed, and summarized in a Sports Facility Requirements Report (SFRR).

A.2.c. Utility Capacity Analysis – The Consultant shall contact utility providers for those utilities serving the Site. The providers will be requested to provide current capacities and current peak demands at points of potential connection to Site services.

The Consultant shall compare the anticipated peak demand to the available capacity of each utility and notify the City of deficiencies found.

The Consultant shall assist the City in communications with utility providers, including communications addressing deficiencies. The design of off-site utility improvements are not included in this scope but may be negotiated separately, if required.

A.2.d. Preliminary Floodplain Investigations – Portions of the Site fall within the delineated floodway. The Consultant will meet with the USACE during this phase to introduce the project at a conceptual level and to identify and determine the required submittals and timeline necessary for approval for construction of the project within the floodway. Assistance with Hydraulics and Hydrology (H&H) and any requirements for approvals will also be discussed. Any required scope and fee to get the necessary approvals from USACE will be added via future contract amendment and is not included in this current fee.

A.2.e. Traffic Impact Assessment – The Consultant will take recommendations from the traffic study being provided by GBA and include any design considerations in the final “Project Definition” document as discussed below²

The Consultant shall consolidate the analysis performed in tasks A.3.a through A.3.e and summarize the conclusions in a “Project Definition” document. The Project Definition shall include, as backup, supporting documentation required above in a section of the report entitled “Project Requirements”. The Consultant shall update the Project Definition/Project Requirements documents (if required) as the work identified below progresses.

A.3. Phase 1 Environmental Site Assessment (Not Included)

A.4. Constraint Mapping

Using the survey described in section A.1 as a background, the Consultant shall prepare a “Constraint Map” indicating known legal, physical, floodplain, and environmental concerns identified in previous tasks. The Constraint Map shall identify the types and extents of conditions believed to prohibit or severely limit proposed Site improvements.

A.5. Site Plan Alternatives

Using the information developed in tasks A.1 through A.5, the Consultant shall prepare 2-3 general, preliminary site plan alternative drawings for review/consideration by the City. These alternatives are anticipated to be similar in scope and with the main differences being variations in aspects of site circulation, proximity to Site boundaries, utility connection locations, parking/drives, and space available for future expansion. Depictions of buildings shall be limited to approximate footprints. The construction costs of the alternatives are anticipated to be comparable, with the exception being the cost of grading/earthwork. At this stage, the relative earthwork/grading costs of each alternative shall be established (ranked highest to lowest). The City will select one preferred alternative to advance to the “Concept-Level Design” phase. The earthwork quantities/costs shall be developed more fully in the following phase. Rendered concepts and boards will be prepared for discussion purposes in any advisory group, joint CLARB/BOA, or community events.

B. Concept-Level Design Phase

The preferred alternative identified by the City in the previous phase shall advance to the Concept-Level Design Phase. In this phase, preliminary drawings, performance/prescriptive specifications, and concept-level construction cost estimates shall be developed. These items will be developed in parallel with the goal of defining and communicating a Project design the City and the Consultant believe (not guarantee) is achievable within the Project budget.

B.1. Preliminary drawings shall include:

- Sports Field Layouts depicting:
 - sports field fencing and striping
 - sports field appurtenances such as bases, goals, etc.
 - surface type limits, dimensioning and designations
 - minimum/maximum slopes and drainage features
- Overall site plan(s) depicting:
 - access drives, fire suppression, and maintenance/supply routes
 - parking facilities, sidewalks, and other paved areas
 - perimeter fencing and security lighting
 - footprint/location of dugouts, batting cages, and warm-up areas
 - footprint/location of spectator seating areas
 - footprint/location of a maintenance/storage facility
 - preliminary utility layouts for building services, irrigation service, and stormwater (if required)
- Preliminary grading plans insofar as necessary to determine approximate earthwork quantities and drainage improvements depicting:
 - contours and spot elevations
 - major retaining walls (if needed)
 - major drainage structures
 - designated earthwork on-site borrow areas (if available)
- Landscape plans/drawings including:
 - Facility entrance and signage
 - Trees, shrubs, plantings and other vegetative materials
 - Site furniture and signage
- Preliminary architectural footprint of a combined restroom and maintenance building (Central Building) including:
 - Roughly dimensioned footprint and building location or building locations if more than one is determined to be needed.
 - Upon approval by the City of a general direction for the building, including an understanding of any impacts of a permanent or semi-permanent structure on approvals by the Corp of Engineers, McClure will assist with engagement of an architectural firm and the necessary subconsultants (MEP, Structural, Geotech, code) at this time.
- Color, computer-assisted visualization/communication aids shall be provided to include:
 - Color aerial view of the conceptual site plan and contextual surroundings
 - Eye-level perspective of the approach to the sports complex

- Eye-level perspective of the Central Building

B.2. Outline Specifications

The Consultant shall develop and provide an outline of anticipated specifications as necessary to communicate the intent of the concept-level design and develop/support construction cost estimates. These specifications may be depicted as notes on drawings or as a narrative in the Project Definition document as the Consultant deems appropriate.

B.3. Opinion of Probable Cost

The Consultant shall develop and provide an Opinion of Probable Cost (estimate) for construction. The estimate shall include a level of detail commensurate with this stage in the development of the design. The estimate may include allowances for items not yet identified and/or quantified in the design. The estimate shall cover Project construction costs only. Additional funds may be required to cover contingencies, off-site utility improvements, utility relocations, right-of-way costs, permit fees, inspection, sampling/material testing, construction administration, unforeseen field conditions, etc.

B.4. Final Submission

The Consultant shall update the Project Definition/Project Requirement documents as required throughout the concept-level design phase. The updated documents along with the Concept-Level-Design documents shall be submitted to the City for review. The Consultant shall incorporate City comments and provide a complete set of updated documents to the City.

C. CONSTRUCTION DOCUMENTATION PHASE

The preferred alternative identified by the City and developed in the previous shall advance to the Construction Documentation Phase. In this phase, preliminary drawings, performance/prescriptive specifications, and concept-level construction cost estimates shall be developed to facilitate bidding of the project and any necessary approvals for construction to proceed. These items will be developed in parallel with the goal of defining and communicating a Project design the City and the Consultant believe (not guarantee) is achievable within the Project budget.

C.1. Construction Documents shall include:

- Existing Conditions
- Site Demolition Plan
- Erosion Control Plans
- Site Layout/Dimensioning Plan
- Site Grading Plan
- Site Utility Plan (storm sewer, sanitary sewer, water service, electrical service for building & safety/security only)
- NPDES Permit and final SWPPP documents
- Site Landscaping Plan
- Site Signage Plan and details
- Field Details (incl. recommendations for soil improvements)
- Site Details
- Site Specifications

- Architectural/Structural/MEP scope to be determined under future contract amendment.

C.2. MasterSpec Specifications/Project Manual

The Consultant shall prepare a Project Manual utilizing the City provided front-end documents. The Consultant will prepare the technical specifications in a MasterSpec format and Bid Form for the Project Manual. Additional scope may be necessary for the Architectural/Structural/MEP scope to be determined under a future contract amendment.

C.3. Opinion of Probable Cost

The Consultant shall develop and provide a Final Opinion of Probable Cost (estimate) for construction. The estimate shall include a level of detail commensurate with this stage in the development of the design. The estimate shall cover Project construction costs only. Additional funds may be required to cover contingencies, off-site utility improvements, utility relocations, right-of-way costs, permit fees, inspection, sampling/material testing, construction administration, unforeseen field conditions, etc.

C.4. Final Submission

The Consultant shall submit the Construction Documents, Project Manual, and Opinion of Probable Cost to the Owner to utilize for bidding

D. Project Bidding Phase (To be completed under future contract amendment)

E. Construction Phase Services (To be completed under future contract amendment)

F. Communications/Meetings

Teleconferences; online, web-facilitated meetings; file transfers and periodic updates; emails, and similar forms of collaboration between the Consultant and the City shall be considered routine communications and incidental to other tasks identified above. The Consultant shall conduct and/or participate in specific meetings identified below:

F.1. Pre-Meeting with USACE

The Consultant shall set up a meeting with the USACE to introduce the project at a conceptual level and to identify and determine the required submittals and timeline necessary for approval for construction of the project within the floodway. Assistance with Hydraulics and Hydrology (H&H) and any requirements for approvals will also be discussed.

F.2. Kickoff Meeting

Following the notice-to-proceed and at a time/date convenient to the City, the Consultant shall attend a project kickoff meeting at City facilities or via online platforms. The kick-off meeting shall include key project staff from the Consultant team. The intent is to establish lines of communication, discuss specific tasks/project schedules, and to obtain any City-provided data pertinent to the Project that has not already been acquired. Following the kick-off meeting, Consultant and City staff shall conduct a field reconnaissance of the Site. The reconnaissance shall include photo-documentation of significant field conditions.

F.3. Joint Meetings of CLARB/BOA (2)

The Consultant will attend up to two meetings to present the project development to a joint meeting of CLARB and the BOA through the Master Planning Phase as outlined above. Additional details can be found within the included scope provided by Vireo. These may be handled as a Virtual meeting depending on the recommendations by CDC at the time of the meetings.

F.4. Public Meeting Input/Listening Sessions (2)

The Consultant will attend up to two listening sessions for up to two hours with a formal presentation, public input and feedback and discussion with CLARB/BOA. Additional details can be found within the included scope provided by Vireo. These may be handled as a virtual meeting depending on the recommendations by CDC at the time of the meetings..

F.5. USACE Approval Meeting (1)

After approval from the joint CLARB/BOA meetings, the Consultant will discuss the final master plan with the USACE for buy-in and recommendation of approval before presenting to CLARB for official approval.

F.6. CLARB Formal Approval Presentation (1)

After approval from the USACE, the Consultant will present the final master plan to CLARB for buy-in and recommendation of approval to the BOA.

F.7. BOA Formal Approval Presentation (1)

After recommendation of approval from CLARB, the Consultant will present the final master plan to the BOA for final approval prior to commencing the Construction Document Phase.

II. SCHEDULE

The Consultant shall commence work on the Project immediately upon execution of this agreement and issuance of notice-to-proceed. The Consultant shall coordinate and cooperate with the City to maintain continuous progress throughout from notice-to-proceed to Final Submission. The goal is to complete Bidding Documents by late Spring/early Summer 2022.

III. OWNER'S RESPONSIBILITIES:

1. The Owner shall establish the guidelines for the project and shall provide general background information needed for analysis.
2. Fees for services of special consultants (Geo-Technical, Civil Engineering, Archeological, additional structural, sustainable, soils, hydraulic, etc.) if required beyond the Scope of Services proposed herein, shall be paid for by the Owner if authorized in advance.
3. The Owner shall furnish a topographic and boundary survey of the site(s).

4. The Owner shall furnish, obtain, or direct this firm to obtain at the Owner's expense, additional information concerning property ownership / lines, easements, topographical character, or any other site information required to complete the services as described in Article 1: Scope of Services

IV: FEES AND EXPENSES:

We propose to perform the services described in the above Scope of Services on a Lump Sum basis. The Lump Sum is Two Hundred and Sixty Four Thousand and Seven Hundred Eighty Dollars (\$264,780).

FEE PROPOSAL
McClure Engineering Company

PROJECT: Platte Landing Park - Sports Complex
PROJECT NO.: MEC 190260-P00
LOCATION: Parkville, MO
DATE: 8/26/2021

Agreement for Engineering Services		TIME								
		Admin	Technician	Jr. Professional	Professional	Sr. Professional	Land. Arch.	Project Manager	TOTAL	Subconsultants
		80.00	130.00	150.00	180.00	220.00	120.00	200.00	HOURS	Fee
Task										SUB-TOTAL
										(\$)
A	MASTER PLAN REFINEMENT									
A.1	Site Survey							4	4	\$ 800
A.2	Project Definition & Project Requirements				10	4	4	12	30	\$ 5,560
A.3	Phase 1 Environmental								0	N/A
A.4	Constraint Mapping		4		4	2	8	4	22	\$ 3,440
A.5	Site Plan Alternatives		30	8	8	2	100	12	160	\$ 21,380
B	CONCEPT-LEVEL DESIGN PHASE									\$ -
B.1	Preliminary Drawings		80	36	36	8	42	24	226	\$ 33,880
B.2	Outline Specifications				8	2	4	8	22	\$ 3,960
B.3	Opinion of Probable Cost		4		4	2		4	14	\$ 2,480
B.4	Final Submission				4	2		4		\$ 1,960
C	CONSTRUCTION DOCUMENTATION PHASE									\$ -
C.1	Construction Documents		220	140	120	40	160	48	728	\$ 108,800
C.2	MasterSpec Specifications/Project Manual	16			30	8		24	78	\$ 13,240
C.3	Opinion of Probable Cost		4		4	2		4	14	\$ 2,480
C.4	Final Submission				4	2		4	10	\$ 1,960
D	PROJECT BIDDING PHASE									N/A
E	CONSTRUCTION PHASE SERVICES									N/A
F	COMMUNICATIONS/MEETINGS									
F.1	Pre-Meeting with USACE			4	4	4		4	16	\$ 3,000
F.2	Kickoff Meeting	2	8		2	2	8	4	26	\$ 3,760
F.3	Joint Meetings of CLARB/BOA		4		6	3	8	8	29	\$ 4,820
F.4	Public Meeting Input/Listening Sessions	2			6	6	4	4	22	\$ 2,520
F.5	USACE Approval Meeting			4	8			4	16	\$ 2,840
F.6	CLARB Formal Approval Presentation				4		2	4	10	\$ 1,760
F.7	BOA Formal Approval Presentation				4		2	4	10	\$ 1,760
SUBCONSULTANT FEES (VIREO) (OTHERS UNDER FUTURE AMEDEMMENT TBD)										\$ 44,380
PROJECT TOTAL		20	354	192	266	89	342	184	1,437	\$ 44,380 \$ 220,400

TOTAL FEE (INCL. SUBCONSULTANTS) \$ 264,780



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Public Participation Plan

Platte Landing Park Ballfields Community Engagement, Parkville, Mo
Period: Fall 2021 - Spring 2022

Approach to Engagement

Public engagement and participation is a way of bringing people together, establishing communication between diverse groups, and finding solutions. Via our fully integrated approach, we engage and communicate from the very beginning of a project through implementation. Being an integral and welcomed part of a decision-making process builds a sense of ownership in the solution and aids in a smooth implementation process. Our 360-degree approach combines informed engagement experience with decades of practice blending digital and social connection strategies with traditional ones. Our efforts enable all voices to be heard and ensures equitable engagement opportunities.

Vireo blends digital and social connection strategies with traditional in-person strategies to provide a strategic, multi-pronged engagement approach. A combination of in-person and digital methods will be used to reach residents, so all voices have an opportunity to be heard. Our approach will ensure the community has equitable engagement opportunities. Telephone and/or video conferencing will be used for the project's internal meetings and presentations.

Our approach also reflects the current state of the coronavirus (COVID-19) pandemic, along with the latest guidance for public gatherings from the Center for Disease Control and Prevention (CDC), which could necessitate physical distancing. As a result, we will employ a targeted go-to-the-people approach to engagement that utilizes both in-person and digital strategies maximizing engagement while reducing risk.

Vireo's approach to Platte Landing Park Ballfields engagement will be to listen carefully to the many voices in and around the project area. The Community Engagement Plan will serve as the "playbook" for meaningful community participation. The following pages identify specific engagement tools for the plan.



Community Engagement Plan

Vireo will use a wide range of tools and activities to engage and share information with the citizens of Parkville and its community.

Meetings

Pre-Meeting with USACE (late August)

The Team will set up a meeting with the USACE to determine the parameters of the project, opportunities and constraints in the floodway, and what is permitted within the project boundaries. Assistance with Hydraulics and Hydrology (H&H) will also be discussed.

Kick-off Meeting (early September)

The Team will have a virtual kick-off meeting with City staff to discuss project goals and objectives, the engagement plan, central messaging, the ballfields current concept design, and review the 2016 Parks Master Plan and Updated 2040 City Master Plan recommendations and policies relevant to the Ballfields at Platte Landing Park.

Joint CLARB and BOA Sessions (2)

Like the City, our Team wants to understand community goals, preferences and recommendations for recreation and park improvements. Our Team, along with the City of Parkville, will host in-person joint sessions with CLARB/BOA in the Board Room at City Hall. The sessions be held for approximately 1 hour with a formal presentation and discussion from CLARB/BOA. For health and safety precautions the format will follow any health and safety regulations set forth by the City and CDC.

Listen/Define: Joint Session #1

- Discussion of Grant application process by the City
- Review site amenities
- Define necessary programming and needs/wants of the community
- Address already known public concerns
- Review central messaging

Review: Joint Session #2

- Review park concept designs (2)
- Gather feedback and direction for final plan

Public Input/Listening Sessions (2)

Following the joint CLARB and BOA sessions, our Team, along with the City of Parkville, will host in-person social distanced Listening Sessions in the Board Room at City Hall. The Listening Sessions will be held for 2 hours with a formal presentation, public input and feedback, and discussion from CLARB/BOA. For health and safety precautions the format will follow any health and safety regulations set forth by the City and CDC.

Listen/Define: Public Listening Session #1

- Discussion of Grant application process by the City
- Address already known public concerns
- Listen and record public comments and concerns
- Define necessary programming and needs/wants of the community

Review: Public Listening Session #2

- Discuss previous community comments (we heard you)
- Review park concept designs (2)
- Gather community feedback and direction for final plan

Virtual Joint CLARB/BOA Sessions and Input/Listening Sessions

As an alternative to in-person (pending current CDC recommendation at the time of the meeting), Virtual or Hybrid sessions will be considered in lieu of the proposed in-person meetings noted above. The virtual sessions will utilize Zoom.

USACE Approval Meeting (1)

After direction from the joint CLARB/BOA, the Team will discuss the final park master plan concept with USACE for buy-in and clarification on any required no-rise certification or H&H analysis required for approval.

CLARB Presentation (1)

After approval from USACE, the Team will present the final park master plan to CLARB for buy-in and recommendation of approval to the BOA.

BOA Presentation (1)

After recommendation of approval from CLARB, the Team will present the final park master plan to the BOA for final approval.

Coordination Meetings (4)

The Team will set up to 4 coordination/review meetings with the City as needed throughout the project. Meetings can be held in-person or virtually depending upon the tasks desired. Video conferencing will be used for conversations and project updates.

If required, additional meeting can be set as needed on an additional hourly fee basis.

Observation:

The Team will regularly check The Facebook and other online social outlets for community feedback and comments. Vireo will alert the City if any concerning comments arise. The City will be responsible for commenting/responding to social media comments, if need be.



Specific tools for engagement will include:

■ Messaging

Vireo will develop central messaging for the project that appeals to Parkville's community and apply it to project materials. Messaging will be discussed in the first coordination meeting with the City. Vireo will leverage the central messaging throughout the project and aim to build community buy-in. Vireo will also work with the City to deploy messaging via announcements, displays, print materials, comment opportunities, press releases, social media, and/or other opportunities.

■ Fact Sheet (1)

Vireo will create a fact sheet with project information, process, and schedule that can be distributed at various locations, public meetings and events. A digital version and digital link will also be provided for the City to use and distribute, as needed.

Online and Print Comment Forms (2)

Vireo will develop (2) online comment forms that provide an alternative engagement option for younger generations, busy families, older adults, and those who are uncomfortable or unable to attend in-person events due to the Coronavirus (COVID19) pandemic.

Vireo will also develop (2) paper/print versions of the comment forms to be distributed. The print version can also be used as a mailer for the City to print and distribute to its citizens. Mailers are a good tool used to bridge the digital divide and reach those that may not have access to internet or simply prefer privately commenting on paper.

Both online and print versions of the comment forms will consist of similar content and gather the same type of input requested the joint Listening Sessions. The online and print comment forms will run for 2-3 weeks. A link and QR Code will be provided to the City to distribute through social media and other outlets or publications.

■ Listen/Define: Comment Form #1

- Project information and explanation of Grant application process by the City
- Content addressing already known public concerns
- Opportunity to define necessary programming and needs/wants of the community
- Opportunity to list additional comments and concerns

■ Review: Comment Form #2

- Summary of the feedback received from the community and recommendations from the City
- Review park concept designs (2)
- Gather community feedback and direction for final plan

■ Social Media/Digital Content

Vireo will create a series of digital graphics/content for the City to post within their Social Media platforms, Nextdoor; the City's webpage, and other publications, informing the public and encouraging citizens to stay informed and involved, to fill out the comment forms, and come to the joint Listening Sessions. All content will be suitable for a range of social media platforms and include a schedule, graphics, messaging, and other information.

■ QR codes

Vireo will develop QR code graphic links as needed throughout the project to be placed on informational materials.

■ Outdoor Signs

Vireo will develop digital artwork for "H Style yard signs" for the City to have produced and placed at Platte Landing Park and thought the City. Signs will inform the public and advertise the project

■ Park Banner

Vireo will develop digital artwork for a "Park Banner" for the City to have produced and placed at Platte Landing Park. The banner will illustrate the final park rendering of the ballfields produced by McClure Engineering and include limited text that depicts "coming soon" and/or the community's desired improvements.

■ Engagement Summary

Vireo will summarize messaging and engagement efforts; joint Listening Sessions; and discussions with the City in a digital Engagement Summary.



Additional Scoped Items

- Progress Calls (every 2-3 weeks, up to 12)
- Project Management & QAQC
- LA Assistance

Proposed Fee

Task		Vireo Fee
1	Listen/Define	\$17,190
2	Review	\$13,300
3	Approve	\$6,100
4	Internal Meetings & Coordination	\$6,940
Subtotal		\$43,530
	Direct Expenses	\$850
Total		\$44,380