



FINANCE COMMITTEE

Monday, November 8, 2021 3:30 PM

Administration Conference Room, City Hall

Members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 860 0979 9809; Password: 788006 – rather than appear at City Hall (note: occupancy will be limited).

1. Call to Order

2. Financial Updates

- A. City Administrator Approvals
- B. 3rd Quarter Budget Variance Report

3. Action Items

- A. Approve the minutes for the October 11, 2021, meeting
- B. Approve the employee health insurance renewal for 2022 with Blue Cross/Blue Shield and the Employee Benefits Plan (Administration)
- C. Approve a construction agreement with Woodward LLC for masonry work for the Busch Drive improvements (Public Works)

4. Non-Action Items

- A. Quarterly Project Update
- B. Receive an update on City-owned property near NW River Road and Vikings Field (Community Development)

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



CITY ADMINISTRATOR
PURCHASING APPROVAL

October 21, 2021

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

BT&T Drilling & Boring, LLC
613 W. 115th St
Kansas City, MO 64114

\$6,950

General Scope of Work Description/Project:

Busch Drive Improvements – Phase 1:

With the Phase 1 improvements of the Busch Drive Improvements that include the exterior retaining wall, electric and water services are necessary for the project. Regardless of the Phase 2 improvements, electric and water services will be necessary. In an effort to keep the project costs low, staff solicited quotes directly from boring contractors who specialize in this type of work.

Staff contacted three contractors to get quotes. BT&T Drilling & Boring provided the lowest bid in the amount of \$6,950.

There is funding in the Parks Sales Tax Fund to accommodate this expense.

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

Staff contacted three contractors to get quotes. BT&T Drilling & Boring provided the lowest bid in the amount of \$6,950.

Project Start Date:

10/21/21

Estimated Completion Date:

12/21/21

Budget Account Code:

40-520.04-90-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: _____
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



CITY ADMINISTRATOR
PURCHASING APPROVAL

City of Parkville

Preparation date:

November 3, 2021

Department: Public Works

Low Bidder and
Contract Amount:

H&H Septic Service, Inc.
30 Village Circle Drive
Platte City, MO 64079

\$2,725

General Scope of Work Description/Project:

Work Authorization #117 – Southlake Drive Sewer Repair:

The City was alerted to a sewer issue at 6070 Southlake Drive. Staff contacted H&H Septic to assist with the evaluation. The repair necessary was located on the City's side of the check valve. H&H Septic Service assisted with the repair.

The 2021 Sewer Fund budget includes funding for emergency line repairs.

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

The City has an on-call services agreement with H&H Septic Service, dated 12/6/16. The unit prices are listed in that agreement for both emergency and non-emergency situations.

Project Start Date:

10/22/21

Estimated Completion Date:

11/3/21

Budget Account Code:

30-501.07-34-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: _____
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



CITY ADMINISTRATOR
PURCHASING APPROVAL

November 3, 2021

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

RL Buford
PO Box 14069
Parkville, MO 64152

\$3,300

General Scope of Work Description/Project:

Work Authorization #8 – Topographic Survey for PLP Ballfields:

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with RL Buford for survey services. With the on-call contracts, staff can utilize the services of professional engineers and architects as project needs arise.

The PLP Ballfield design will start later this year. Topographic survey is necessary prior to design. The City has engaged RL Buford to perform the topographic survey of Platte Landing Park.

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

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with RL Buford.

Project Start Date:

10/18/21

Estimated Completion Date:

11/29/21

Budget Account Code:

41-550.08-03-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: _____
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



CITY ADMINISTRATOR
PURCHASING APPROVAL

November 3, 2021

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

Vireo
929 Walnut, Suite 700
Kansas City, MO 64106

\$6,125

General Scope of Work Description/Project:

Work Authorization 5 – Wetland Educational Sign Design:

On October 20, 2020, the Board of Aldermen approved an on-call contract with Vireo engineering and architectural services. The 2020 CIP included funding for the wetland educational area, which will include interpretive signs that will feature the wildlife and plant species.

With the ongoing issues with the wetlands, staff decided to postpone the completion of the wetland educational signs until after the wetland project is successfully complete. Vireo has spend time associated with the data collection and research necessary to compile education information for the interpretive signs. This work authorization represents the work completed to date. Once the wetlands are completed, an additional work authorization will be necessary for Vireo to professional layout the data collected into the educational signs.

The Parks Sales Tax Fund has capacity to handle this expense.

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

The City has a current on-call professional services agreement with Vireo.

Project Start Date:

5/17/21

Estimated Completion Date:

10/15/21

Budget Account Code:

41-550-08-03-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: _____
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



**CITY ADMINISTRATOR
PURCHASING APPROVAL**

City of Parkville

October 21, 2021

Department: Administration

Preparation date:

**Low Bidder and
Contract Amount:**

Lawrence Glass & Mirror
12215 Johnson Dr.
Shawnee, KS 662116-1909

\$2,885

General Scope of Work Description/Project:

Lawrence Glass & Mirror will install stainless steel speaker hole on existing glass enclosure at the administration service desk in the City Hall lobby. Additionally, they will install two (2) glass sliding pass through panels on the existing enclosure. These additions will serve to increase security at the point of service by creating an enclosure that will prevent people from reaching through the window. The speaker hole will also improve customer service through the glass by allowing staff to hear the public and vice versa. A secondary benefit of these additions are improved climate control – currently there is a strong, steady draft through the openings that can make the area uncomfortably cold and drafty. These panels will help eliminate that draft.

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

In 2020, the City installed a glass and aluminum enclosure around the front desk at City Hall. This enclosure served two purposes – to increase the physical security of the lobby and to provide a barrier between the staff and the visiting public during the COVID-19 pandemic. These additions complete this project and adds improvements.

In 2020, Lawrence Glass and Mirror successfully completed the enclosure.

Project Start Date: 12/1/2021

Estimated Completion Date: 12/31/2021

Budget Account Code: 10.501.06-01-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: _____
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



Work Authorization

Date: October 21, 2021
Issued to: Lawrence Glass & Mirror, INC.
12215 Johnson Dr.
Shawnee, KS 66216-1909

Project/Work Description Administration Glass Enclosure Upgrades
Title: Install speaker hole and sliding glass panels for security and improved
Scope of Work/Purpose: customer service

Schedule and Price

Project Start Date: Upon City Administrator Approval
Estimated Completion Date: To be scheduled by the Assistant to the City Administrator
Latest Acceptable Date:
Estimated Cost: \$2,885 (Two Thousand, eight hundred eighty-five dollars and NO/100 cents) Expenditure Limit: \$2,885
Budget Account Code: 10-501-06-01-00

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

Name/Title: Tom Walker / Project Manager Signature: _____
Company: Lawrence Glass & Mirror, INC Date: _____

Authorization

Department Head: _____ Date: _____
City Administrator (if over \$1,000): _____ Date: _____
Mayor (if over \$2,500): _____ Date: _____

For Internal Staff Use Only (initial each item and file with executed work authorization)

N/A Employment Eligibility Status Verification (if the cost exceeds \$5,000)

____ Certificate of Insurance that demonstrates compliance with the Terms and Conditions

____ Valid business license

PROPOSAL

LAWRENCE GLASS & MIRROR, INC.

12215 Johnson Drive Shawnee, Kansas 66216-1909

Phone: (913) 631-5533 Fax: (913) 631-0462

Proposal Submitted To:	City of Parkville	Date:	November 1, 2021
Attention:	Jeff Rhodes	Job Name:	City Hall Glass Barrier Upgrade
Street:		Job Location:	8880 Clark Ave.
City, State & Zip Code:			Parkville, MO 64152

Architectural Drawings, Dated: none

Specifications: none

Addendums: none

LGM will furnish and install the following Scope of Work:

Add (2) glass sliding pass thru at existing pass throughs

Add (1) Stainless Steel Speak-hole covers, pass throughs.

Installed price: **\$2,885.00**

NOTES:

-LGM's proposed scope of matches last years installed glass barrier system in the City Hall Lobby.

-Work to be performed during normal work hours.

-COI Endorsements included.

EXCLUDE: bullet resistant glass or filming, tax, city permit

This quotation based only on material as listed: please review. Additions or deletions will be charged accordingly. All work to be performed during normal work week, Mon. - Fri. 8:00 a.m. to 4:30 p.m. **STANDARD WARRANTY TO APPLY.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimated. Lawrence Glass reserves the right to correct all typographical or clerical errors in the prices or specifications. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Additional terms and conditions apply.

Authorized Signature _____
Tom Walker

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Final payment will be due upon completion of work unless otherwise agreed to in writing. Late payments shall bear interest at the rate of 18% per annum until paid in full. In the event, the account is not paid, in 30 days, and is turned over for collection; the undersigned agrees to pay all collection costs including reasonable attorney fees.

Date of Acceptance _____

Signature _____



CITY ADMINISTRATOR PURCHASING APPROVAL

City of Parkville

Preparation date:

10/21/2021

Department:

Administration
City Hall Maintenance

Low Bidder and
Contract Amount:

Lippert Mechanical Service Corp.
1600 N. Topping Ave.
Kansas City, MO 64120

\$1,169.76

General Scope of Work Description/Project:

Lippert has submitted a quote to replace the broken heat strip assembly in the VAV unit (#2-8) above the Public Works / Community Development offices. The unit is not working and fails to reheat the air from the rooftop HCVA unit, causing the temperature in that part of the office to be cold, often.

Lippert will perform the following services – remove the old, defective unit and dispose properly. They will install the new unit and test for proper operation.

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

Lippert has been selected to perform this work as part of their contracted maintenance agreement with the City of Parkville for our City Hall HVAC system.

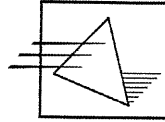
Project Start Date: 11/15/2021

Estimated Completion Date: 11/15/2021

Budget Account Code: 10.501.06-01-01

Authorization(s):

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: _____
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



LIPPERT
MECHANICAL SERVICE CORP.

Heating
Piping
Air Conditioning
Controls
Refrigeration
Design & Build

Since 1965

October 7, 2021

City of Parkville
8880 Clark Ave
Parkville, MO 64152

Jeff:

The following pricing is to replace the failed heat strip in one VAV box. # 2-8

Our price includes:

- 1) Remove the existing part dispose of properly
- 2) Provide and install a new heat strip assembly
- 3) Start up and test for proper operation

Cost of above work: \$ 1,169.76

Exclusions: Overtime, Work beyond the scope above

The above price is firm and will remain in effect for 30 days and is subject to revision thereafter. Lippert Mechanical appreciates this opportunity to submit this quote.

Sincerely,

Tom Cleaver
HVAC Service Sales
Lippert Mechanical Service Corp.

PURCHASERS ACCEPTANCE

Name: Jeffery Rhoads PO# HVAC PW/CH
TITLE: Asst. to the City DATE: 10/21/2021
Adum



**CITY ADMINISTRATOR
PURCHASING APPROVAL**

City of Parkville

Preparation date:

November 1, 2021

Department: Administration

**Low Bidder and
Contract Amount:**

Scottish Window Tinting
14251 E. Fremont Ave.
Centennial, CO 80112
Local Contact: Scott Gafney – 816-256-3864

\$1,658.80

General Scope of Work Description/Project:

Scottish Window tinting has provided safety film throughout City Hall. This approval is to finish the job around the administrative enclosure in the lobby of City Hall. As outlined in the bid, the contractor will attach 8mil protective film around the reception desk.

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

Scottish window tinting performed this service in the past and is the only authorized dealer/installer of this film. Staff reached out to other contractors and they referred us to this company.

Project Start Date: 12/1/2021

Estimated Completion Date: 12/31/2021

Budget Account Code: 10.501.06-01-00

Authorization:

- ☐ City Administrator: _____ Date: _____
- ☐ Department Head: _____
- ☐ Mayor (if applicable): _____
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

SCOTTISH WINDOW TINTING

ESTIMATE – PROPOSAL

Name: City of Parkville

Address: 8880 Clark Ave

City/State/Zip: Parkville, MO

Home Phone: _____

Estimate Date: 11/1/2021

Installation Date: _____

Cell Phone: _____

Work Phone: 816-741-4454

Email: JRhodes@parkvillemo.gov



Frame Type
1 - Wood
2 - Steel
3 - Aluminum
4 - Vinyl
5 - Rubber Gasket
6 - Other

Glass Type
A - Annealed
B - Heat Strengthened
C - Tempered
D - Laminated

Window Type
A - Clear Single Pane
B - Tinted Single Pane
C - Clear Dual Pane
D - Tinted Dual Pane
E - Clear Triple Pane
F - Low-E Dual Pane

Warranty Terms
☐ Lifetime Warranty
☐ 10 Year Commercial
☐ Glass Breakage & Seal Failure
☐ 7 Year Commercial

Location	Exp	Frame / Glass Type	Window Type	Film Type	# of Windows	Total
Reception Desk				8mil with attachment system		\$1,658.80

Subtotal		\$1,658.80
Fees	4%	
Total		\$1658.80
Deposit		
Balance Due		

Payment in full at installation completion is understood and accepted as the payment term unless otherwise noted.

Client Signature

Date


SPF Signature

11/1/2021
Date

Acceptance: This estimate-proposal shall constitute a binding contract only when signed by both parties. This estimate-proposal may be withdrawn at the option of the dealer if not accepted within a period of 90 days from the issuance date. Only fully paid contracts will activate warranty coverage.

14251 E Fremont Ave, Centennial, CO 80112

Colorado: (303) 662-8214 | Dallas: (214) 329-9603 | Austin: (512) 643-0013 | Kansas City: (816) 256-3864 | Utah: (801) 895-4681

BUDGET VARIANCE REPORT
General Fund Expenses
As of 9/30/2021

Input Form

Last Updated 3Q 2021

Expenditures	----- 2020 -----				----- 2021 -----				----- FY 2021 Projections -----			
	Budget	YTD as of 9/30/2020	% of Budget	2019 Total Expenditures	Budget	YTD as of 9/30/2021	% of Budget	Budget Remaining	Avg Monthly Expense	Projected 2021 Expenditures	Projected (Over)/Under	
Administration												
Personnel	607,154	432,199	78%	569,770	626,831	390,906	62%	235,925	42,348	569,353	57,478	
Insurance	207,618	173,304	83%	166,659	217,195	187,514	86%	29,681	20,834.90	203,272	13,923	
Utilities	75,500	64,274	59%	62,863	89,976	47,518	53%	42,458	5,279.83	71,278	18,698	
Capital Expenditures	624	468	75%	624	624	65	10%	559	7.22	148	477	
Office Expenditures	7,550	4,616	57%	7,309	7,250	2,686	37%	4,564	298.49	4,030	3,220	
Maintenance	44,450	24,158	59%	43,044	45,150	20,939	46%	24,211	2,326.55	31,408	13,742	
City Services	10,400	10,024	57%	9,231	10,600	6,461	61%	4,139	717.83	9,691	909	
Professional Fees	308,800	185,289	98%	315,557	370,240	370,119	100%	121	41,124.38	410,709	(40,469)	
Other Expenditures	117,600	120,344	573%	276,257	20,400	9,591	47%	10,809	1,065.64	14,386	6,014	
Operating Expenses	1,379,696	1,014,677	74%	1,451,314	1,388,266	1,035,800	75%	352,466	114,003.03	1,314,275	73,991	
Police												
Personnel	1,156,896	799,519	71%	1,031,530	1,284,100	891,347	69%	392,753	96,562.62	1,177,331	106,770	
Insurance	214,067	178,591	90%	185,709	262,312	190,248	73%	72,064	21,138.67	231,510	30,802	
Utilities	6,000	3,423	38%	2,833	6,000	2,673	45%	3,327	297.01	4,901	1,099	
Office Expenditures	26,750	7,457	35%	16,129	28,150	14,071	50%	14,079	1,563.40	24,016	4,134	
Maintenance	68,300	21,478	45%	43,841	69,300	25,195	36%	44,105	2,799.41	48,150	21,150	
City Services	8,700	923	13%	2,253	8,700	2,858	33%	5,842	317.59	6,568	2,132	
Other Expenditures	1,850		10%	180	1,850		0%	1,850	-	850	1,000	
Operating Expenses	1,482,563	1,011,390	68%	1,282,475	1,660,412	1,126,392	68%	534,020	122,679	1,493,325	167,087	
Municipal Court												
Personnel	129,126	91,217	77%	122,851	128,344	79,830	62%	48,514	8,648.24	105,855	22,489	
Insurance	14,046	14,912	81%	12,942	18,836	9,446	50%	9,390	1,049.56	12,301	6,535	
Utilities	120	60	67%	120	120	60	50%	60	6.67	120	-	
Office Expenditures	4,800	945	31%	2,974	4,750	3,245	68%	1,505	360.61	9,744	(4,994)	
Maintenance	3,750	175	91%	3,216	15,150	4,366	29%	10,784	485.09	5,821	9,329	
City Services	15,150	7,254	61%	12,014	500	255	51%	245	28.33	340	160	
Operating Expenses	167,492	114,563	68%	154,117	172,700	99,221	57%	73,479	10,803	137,085	35,615	

BUDGET VARIANCE REPORT
General Fund Expenses
As of 9/30/2021

Input Form

Last Updated 3Q 2021

	----- 2020 -----				----- 2021 -----				----- FY 2021 Projections -----			
	Budget	YTD as of 9/30/2020	% of Budget	2019 Total Expenditures	Budget	YTD as of 9/30/2021	% of Budget	Budget Remaining	Avg Monthly Expense	Projected 2021 Expenditures	Projected (Over)/Under	
Expenditures												
Public Works												
Personnel	242,232	165,188	79%	189,677	234,954	178,697	76%	56,257	19,358.83	239,610	(4,656)	
Insurance	29,660	22,091	74%	27,440	32,145	25,670	80%	6,475	2,852.17	33,641	(1,496)	
Utilities	650	509	62%	521	700	508	73%	192	56.45	700	-	
Capital Expenditures			#DIV/0!				#DIV/0!	-	-		-	
Office Expenditures	1,400	772	11%	239	1,400	68	5%	1,332	7.52	1,300	100	
Maintenance	3,500	2,209	99%	3,916	3,500	3,809	109%	(309)	423.18	3,809	(309)	
Professional Fees	40,000	17,294	98%	43,901	40,000	8,946	22%	31,054	994.00	25,000	15,000	
Other Expenditures	500	222	81%	405	500	110	22%	390	12.23	100	400	
Operating Expenses	317,942	208,286	66%	266,099	313,199	217,807	70%	95,392	23,704	304,160	9,039	
Community Development												
Personnel	281,663	200,149	70%	249,076	318,287	223,903	70%	94,384	24,256.18	291,074	27,213	
Insurance	24,608	15,267	73%	17,650	22,274	25,044	112%	(2,770)	2,782.69	33,392	(11,118)	
Utilities	1,600	945	16%	458	1,600	493	31%	1,107	54.76	657	943	
Office Expenditures	4,000	4,449	71%	3,135	3,650	715	20%	2,935	79.43	2,891	759	
Maintenance	2,000	637	57%	1,149	1,500	2,168	145%	(668)	240.89	4,862	(3,362)	
City Services	5,000	136	102%	17,714	5,000	2,932	59%	2,068	325.79	12,333	(7,333)	
Professional Fees	8,700	3,741	6%	2,070	6,700	9,250	138%	(2,550)	1,027.78	959	5,741	
Other Expenditures	300	441	0	59	300	719	240%	(419)	79.89	1,438	(1,138)	
Operating Expenses	327,871	225,765	69%	291,311	359,311	265,224	74%	94,087	28,847	347,607	11,704	
Street Department												
Personnel	340,218	225,008	67%	290,946	349,804	277,032	79%	72,772	30,012	360,854	(11,050)	
Insurance	69,581	61,660	86%	61,621	80,075	77,844	97%	2,231	8,649	92,444	(12,369)	
Utilities	16,800	8,640	56%	11,948	17,000	7,284	43%	9,716	809	13,800	3,200	
Office Expenditures	11,000	5,435	35%	6,604	11,000	4,706	43%	6,294	523	10,250	750	
City Services	26,835	9,983	69%	25,380	28,900	18,417	64%	10,483	2,046	27,235	1,665	
Other Expenditures	250	-	8%	19		409	#DIV/0!	(409)	45		-	
Operating Expenses	464,684	310,726	67%	396,518	486,779	385,692	79%	101,087	42,085	504,583	(17,804)	

BUDGET VARIANCE REPORT
General Fund Expenses
As of 9/30/2021

Input Form

Last Updated 3Q 2021

	----- 2020 -----				----- 2021 -----				----- FY 2021 Projections -----			
	Budget	YTD as of 9/30/2020	% of Budget	2019 Total Expenditures	Budget	YTD as of 9/30/2021	% of Budget	Budget Remaining	Avg Monthly Expense	Projected 2021 Expenditures	Projected (Over)/Under	
Expenditures												
Parks Department												
Personnel	213,752	171,049	77%	201,164	229,329	174,690	76%	54,639	18,925	232,920	(3,591)	
Insurance	39,843	37,585	113%	36,977	51,750	43,536	84%	8,214	4,837	53,140	(1,390)	
Utilities	32,300	11,572	74%	26,329	33,300	13,467	40%	19,833	1,496	28,500	4,800	
Office Expenditures	28,775	29,038	13%	13,245	33,075	21,080	64%	11,995	2,342	29,625	3,450	
Maintenance	47,500	31,604	44%	32,938	53,000	29,809	56%	23,191	3,312	46,714	6,286	
City Services	45,200	36,848	24%	26,904	49,200	38,314	78%	10,886	4,257	50,000	(800)	
Other Expenditures	1,000	221	0%	-	1,000	579	58%	421	64	579	421	
Operating Expenses	408,370	317,917	78%	337,557	450,654	321,476	71%	129,178	35,234	441,479	9,175	
Nature Sanctuary												
Personnel	38,809	31,705	72%	36,431	46,310	36,323	78%	9,987	3,935	48,430	(2,120)	
Insurance	-	553	0%	-	5,273	2,954	0%	2,319	328	3,939	1,334	
Office Expenditures	7,105	2,078	46%	4,717	4,390	1,338	30%	3,052	149	1,784	2,606	
Maintenance	7,350	2,216	21%	2,315	5,625	1,163	21%	4,462	129	1,551	4,074	
City Services	100	-	8%	25	50	-	0%	50	-	-	50	
Other Expenditures	500	21	0%	218	250	40	16%	210	4	53	197	
Operating Expenses	53,864	36,571	68%	43,706	61,898	41,818	68%	20,080	4,546	55,758	6,140	
Public Information												
Contracts	15,473	5,600	56%	11,450	12,950	2,550	20%	10,400	283	10,200	2,750	
Capital Expenditures	100	-	0%	30	100	-	0%	100	-	-	100	
Office Expenditures	200	88	0%	-	200	-	0%	200	-	-	200	
Maintenance	7,960	10,496	61%	6,534	17,160	12,336	72%	4,824	1,371	19,527	(2,367)	
Operating Expenses	23,733	16,184	68%	18,014	30,410	14,886	49%	15,524	1,654	29,727	683	

BUDGET VARIANCE REPORT
General Fund Expenses
As of 9/30/2021

Input Form
 Last Updated 3Q 2021

	----- 2020 -----				----- 2021 -----				----- FY 2021 Projections -----			
	Budget	YTD as of 9/30/2020	% of Budget	2019 Total Expenditures	Budget	YTD as of 9/30/2021	% of Budget	Budget Remaining	Avg Monthly Expense	Projected 2021 Expenditures	Projected (Over)/Under	
Expenditures												
Information Technology												
Personnel	20,000	8,262	68%	16,304	20,000	11,858	59%	8,143	1,317.50	15,810	4,190	
IT Expenditures	44,204	27,307	75%	21,053	37,913	25,781	68%	12,132	2,864.60	38,270	(357)	
Maintenance	2,832	1,722	67%	2,832	2,832	1,451	51%	1,381	161.22	1,935	897	
Operating Expenses	67,036	37,292	56%	40,189	60,745	39,090	64%	21,655	4,343	56,015	11,021	
General Fund Capital Outlay												
Administration	122,900	24,048	26%	92,145	46,000	7,750	17%	38,250	861.11	46,000	-	
Police	93,010	33,788	9%	68,487	115,934	23,487	20%	92,447	2,609.72	105,934	10,000	
Public Works	102,041		19%	22,041	32,041	-		32,041	-	3,000	29,041	
Municipal Court					19,000	-		19,000	-	22,041	(3,041)	
Community Development	158,000	60,800			70,000	39,528	56%	30,472	4,392.05	39,528	30,472	
Streets	85,000				35,000	-	0%	35,000	-	-	35,000	
Parks	-		179%	518,895	-	-		-	-	-	-	
Nature Sanctuary					-	-		-	-	-	-	
PIO/IT	31,500	1,424	0%	6,000	6,000	6,146	102%	(146)	682.91	6,146	(146)	
Capital Outlay	592,451	120,061	20%	707,568	323,975	76,912	24%	247,063	8,545.79	222,650	101,325	
Transfers												
To Emergency Reserve Fund	100,000	75,000	75%	317,500				-	-	-	-	
To Projects Fund	400,000	400,000	0%	-				-	-	-	-	
To Brush Creek NID	140,000	140,000	0%	-	112,357		0%	112,357	-	112,357	-	
To Brink Meyer NID	282,822	282,822	0%	-	247,063		0%	247,063	-	247,063	-	
Transfers	100,000	75,000	75%	317,500	359,420	-	0%	359,420	-	359,420	-	
Total of General Fund:	5,385,702	3,488,431	65%	5,306,368	5,667,769	3,624,318	64%	2,043,451	396,444	5,266,082	407,978	



Finance Committee Meeting
Monday, October 11, 2021 3:30 PM
Administration Conference Room, City Hall

Draft Minutes

1. Call to Order

Chair Sportsman called the meeting to order at 3:35 p.m. A quorum was present.

Members Present: Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston and Robert Lock

City Staff Present: Police Chief Kevin Chrisman, Police Captain Jon Jordan, Public Works Director Alysén Abel, Finance/Human Resources Director Matthew Chapman, Public Works Project Manager Chris Ashley, Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney

2. Financial Updates

A. City Administrator Approvals

Public Works Director Alysén Abel provided an overview of purchases approved within the city administrator's approval authority.

3. Action Items

A. Approve the minutes for the September 27, 2021, meeting

Robert Lock moved to approve the minutes for the September 27, 2021, meeting. Nan Johnston seconded; motion passed 3-0-1 (Rittman abstained).

B. Approve a purchase order with Dale Brothers for salt and sand material for the 2021-2022 winter season

Public Works Director Alysén Abel provided information on items B and C, noting that staff received quotes for two winter mixes - salt and sand and straight salt. The 2021 budget included an additional \$10,000 as a cushion just in case there was a harsh winter.

Abel said that the City approved the same cooperative agreement with the Mid-America Regional Council in 2020 for straight salt. She noted that having two vendors would help with the reserves to ensure there would be enough materials for the winter season.

Lock moved to recommend that the Board of Aldermen approve a purchase order with Dale Brothers for salt and sand material through May 2, 2022, subject to annual appropriations. Dave Rittman seconded; motion passed 4-0.

C. Approve a purchase order with Central Salt through the Mid-America Regional Council Kansas City Regional Purchasing Cooperative for straight salt for the 2021-2022 winter season

Rittman moved to recommend that the Board of Aldermen approve a purchase order with Central Salt for the purchase of straight salt at a unit price of \$71.02 per ton. Lock seconded; motion passed 4-0.

D. Approve an agreement with Embassy Landscape for the landscape and hardscape design and construction of the Busch Drive improvements

Public Works Director Alysén Abel stated that at the direction of the Board of Aldermen, staff received a quote for the design and construction of landscaping and hardscaping for the project in lieu of having City crews portions of the work. Staff was in the process of obtaining quotes from boring companies to bore under Busch Drive to get water and electricity for the fountain which would be an additional cost.

Discussion focused on the total cost of all the improvements and the cost of real stone compared to veneer.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with Embassy Landscape for the landscape and hardscape portions of the Busch Drive improvements in the amount of \$83,791. Lock seconded; motion passed 4-0.

4. Non-Action Items

Vice Chair Rittman discussed the downtown restroom project and the options for the City-owned vacant lot on which the Parkville Old Towne Market Community Improvement District was interested in placing the restroom. Discussion focused on funding, the cost to build the restroom, use of the vacant land and the next steps. Public Works Director Alysén Abel said that staff could set up a meeting with interested parties to determine the next steps. She also noted that staff could look into applying for a Platte County Outreach Grant to help fund the project.

The Committee discussed the proposed ordinance for Police Department salaries and the cost of setting the Officer I salary at a minimum of \$50,000, which Finance/Human Resources Director Matthew Chapman said would be at the 100th percentile of the peer cities. The Committee requested that staff put together a chart for the October 19 Board of Aldermen meeting showing the Police Chief's recommended salary ranges, the 70th percentile salary ranges and the 2021 approved salary ranges.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Sportsman adjourned the meeting at 5:02 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE

Policy Report

Date: November 4, 2021

Prepared By:

Matthew Chapman, Finance/HR Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve the employee health insurance renewal for 2022 with Blue Cross/Blue Shield and the Employee Benefits Plan (Administration)

BACKGROUND:

The City has adopted an Employee Benefits Plan that provides for certain benefits including health benefits, life insurance, dental insurance, other optional insurance products, as well as other benefits that are provided under the Section 125 Plan.

The City renews the plan annually, which includes the marketing of the various products to secure rates for the upcoming year. The City currently offers five employee health benefit plans through Blue Cross/Blue Shield. The City's insurance broker, Bukaty Companies, recommends a January 1 renewal for the 2022 plan as the need to control costs by continuing to delay the implementation of the mandate for strictly age-rated plans is no longer an option.

Bukaty Companies marketed the City's health insurance benefits to all available medical carriers in the area. Aetna is no longer insuring Non-Erisa groups, so they are no longer an option for the City's health insurance needs. Humana, United HealthCare and National General only offer ACA age-rated plans to groups our size and the rates were not competitive.

For the same five plans the City currently offers to its employees, BCBS initially proposed a premium increase 9.9% for the 2022 renewals. Through the negotiations of the City's insurance broker, Bukaty Companies, together with a positive claims year from City staff, this increase was reduced to 2.9%. This would result in an approximate budget impact of \$10,104.

The City's Employee Health Insurance Committee met on Wednesday, October 20, 2021, to discuss the 2022 plan options. All City departments were represented. The committee recommended that the City renew coverage with BCBS and offer five plan options.

The five plans to be offered by BCBS are outlined in Attachment 2. Plan 1 is the City's current base plan with BCBS. Plan 2 is a high deductible plan that offers monthly premium savings for employees, but preserves office visits and prescription drug co-pays. Plan 3 is the \$1,500 Spira Care option offered for the first time in 2020. This plan offers \$0 copays for office and urgent care visits, as well as monthly premiums lower than the base and high deductible plans. Plan 4 is a second Spira Care option that replaced the limited network H.S.A., which had the least employee participation in 2020. Plan 5 is a Spira Care Health Savings Account (HSA) plan which affords employees the option to set aside pre-tax dollars to pay for healthcare expenses. All of these options provide employees with lower cost alternatives to Plan 1, which is the City's base plan. The premium savings may be set

aside, tax-free, into a Flexible Spending Account (FSA) or an HSA to help employees cover additional costs associated with these reduced benefit plans.

In 2021 staff recommended and the Board of Aldermen approved a cost share plan where the High Deductible plan became the base plan and dependent coverage was based on 87.5% of those rates. The employer contribution in each of the five plan tiers would be the same across all five plans. Because the City's contribution for the employee-only option of Plan 1 is higher than the employee-only premium for either all other plan options (due to lesser benefits), the balance will be conveyed to the employee as a contribution to either the FSA or HSA. This benefit only applies to the employee-only plans which carry the lowest premiums.

Additionally, Bukaty Companies marketed the City's dental and vision benefits. In 2020, dental coverage was switched from Delta Dental to BCBSKC Dental and the City was able to realize considerable cost savings. Delta Dental provides a quote for 2022 coverage, but the rates were 25% higher than BCBSKC across all coverage levels. It is the recommendation of staff to retain our dental coverage with BCBSKC for 2022.

The City switched vision coverage from Surency to BCBSKC in 2020. The City received a 0% increase for 2022. Staff recommends that the city remain with BCBSKC for vision coverage. The City does not participate in the cost of this coverage, so there is no related budget impact.

Finally, optional insurance benefits and other benefits under a Section 125 Plan are also part of the Benefits Plan for FY 2022. A copy of the Employee Benefits Plan Overview may be found in Attachment 3.

BUDGET IMPACT:

The City is currently projecting a 2022 budget impact of \$416,707 for health insurance costs based on the renewal offer from BCBS, an approximate 2.9% increase over 2021 costs, or a difference of \$10,104.

ALTERNATIVES:

1. Approve the health, dental and vision insurance renewal for 2022 with BCBS with the premium plans, rates, and costs shares recommended by staff.
2. Approve the health, dental and vision insurance renewal for 2022 with BCBS, subject to conditions by the Finance Committee.
3. Provide alternative direction to staff.

STAFF RECOMMENDATION:

Staff recommends approval of the health, dental and vision insurance renewal for 2022 with BCBS with the premium plans, rates, and costs shares attached using the High Deductible plan as the base plan and dependent coverage based on 87.5% of those rates.

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 recommend that the Board of Aldermen approve the Employee Health Benefits Plan with the health, dental and vision insurance renewals for 2022 with Blue Cross/Blue Shield with the premium plans, rates, and costs shares, using the high deductible plan as the base plan and dependent coverage based on 87.5% of those rates where the City and employees will share in the cost adjustments in health, dental and vision insurance premiums.

ATTACHMENTS:

1. Rate Comparison
2. 2022 Rates

City of Parkville

MEDICAL PROGRAM - January 1, 2022			
Current Vs. Renewal BENEFITS CALENDAR YEAR DEDUCTIBLE Individual Family PHYSICIAN OFFICE VISITS & OTHER Primary Care Physician Office Visit Specialist Physician Office Visit Urgent Care Center Visit Emergency Room Visit Lab Services X-Ray Services Surgery Inpatient/Outpatient Hospital Services PLAN CO-INSURANCE (General) CALENDAR YEAR OUT-OF-POCKET MAX. (Includes The Deductible, Medical & RX Copays) Individual Family RETAIL PRESCRIPTION DRUGS COPAY Mail Order - Please See Carrier/Vendor Detailed Summary of Benefits Additional RX Information COST Employee Only Employee Plus Spouse Employee Plus Child(ren) Employee Plus Family Estimated Monthly Cost Estimated Annual Cost Increase/Decrease Over Current ADDITIONAL INFORMATION	BCBSKC PCB PPO \$1000 (OOPM \$4000) Network Non-Network \$1,000 \$1,000 \$3,000 \$3,000 \$30 Copay \$30 Copay \$30 Copay \$100 Copay; Ded+Coins Deductible; Co-Insurance Deductible; Co-Insurance Deductible; Co-Insurance Deductible; Co-Insurance \$100 Copay; Ded+Coins Deductible; Co-Insurance Deductible; Co-Insurance Deductible; Co-Insurance Deductible; Co-Insurance 80% 50% \$4,000 \$8,000 \$8,000 \$16,000 Tier 1 - \$15 Copay Tier 2 - \$70 Copay Tier 3 - \$110 Copay Tier 4 - \$200 Copay Tier 1 - \$15 Copay+50% Coin Tier 2 - \$70 Copay+50% Coin Tier 3 - \$110 Copay+50% Coin Tier 4 - \$200 Copay+50% Coin \$444.92 7 \$457.77 \$1,063.99 3 \$1,093.80 \$999.75 1 \$1,028.64 \$1,573.44 1 \$1,618.89 \$8,879.60 \$9,133.32 \$106,555.20 \$109,599.84 2.9% Current Monthly Cost of All Plans \$33,505.35 Current Annual Cost of All Plans \$402,064.20		
	BCBSKC PCB PPO \$3000 (OOPM \$5000) Network Non-Network \$3,000 \$3,000 \$6,000 \$6,000 \$40 Copay \$40 Copay \$40 Copay \$100 Copay; Ded+Coins Deductible; Co-Insurance Deductible; Co-Insurance Deductible; Co-Insurance Deductible; Co-Insurance \$100 Copay; Ded+Coins Deductible; Co-Insurance Deductible; Co-Insurance Deductible; Co-Insurance Deductible; Co-Insurance 80% 60% \$5,000 \$10,000 \$10,000 \$20,000 Tier 1 - \$15 Copay Tier 2 - \$70 Copay Tier 3 - \$110 Copay Tier 4 - \$200 Copay Tier 1 - \$15 Copay+50% Coin Tier 2 - \$70 Copay+50% Coin Tier 3 - \$110 Copay+50% Coin Tier 4 - \$200 Copay+50% Coin \$413.51 4 \$425.46 \$413.51 0 \$1,016.79 \$929.09 0 \$955.93 \$1,462.47 2 \$1,504.72 \$4,578.98 \$4,711.28 \$54,947.76 \$56,535.36 2.9% Increase/Decrease over current 2.88%		
	BCBSKC BSP Spira Care EPO \$1500 Network Non-Network \$1,500 N/A \$3,000 N/A \$0 Copay Deductible \$0 Copay Deductible \$0 Copay Deductible Not Covered Not Covered Not Covered Deductible Not Covered Not Covered Not Covered Not Covered Not Covered 100% N/A \$1,500 N/A \$3,000 N/A Tier 1 - \$15 Copay Tier 2 - \$50 Copay Tier 3 - Deductible Not Covered \$408.28 1 \$420.07 \$975.68 2 \$1,003.86 \$917.05 5 \$944.08 \$1,444.15 4 \$1,485.33 \$12,721.49 \$13,089.51 \$152,657.88 \$157,074.12 2.9% Renewal Monthly Cost of All Plans \$34,470.64 Renewal Annual Cost of All Plans \$413,647.68		
	BCBSKC BSP Spira Care EPO \$3500 Network Non-Network \$3,500 N/A \$7,000 N/A \$0 Copay (SCF) Deductible Deductible Deductible Not Covered Not Covered Not Covered Deductible Not Covered Not Covered Not Covered Not Covered Not Covered Not Covered 100% N/A \$3,500 N/A \$7,000 N/A Tier 1 - \$15 Copay Tier 2 - \$50 Copay Tier 3 - Deductible Not Covered \$366.40 0 \$376.99 \$875.49 0 \$901.00 \$823.32 0 \$847.14 \$1,295.77 1 \$1,333.46 \$1,295.77 \$1,333.46 \$15,549.24 \$16,001.52 2.9% Estimated Monthly Cost \$1,333.46 Estimated Annual Cost \$16,001.52 2.9%		
	BCBSKC BSP H.S.A Spira Care EPO \$3000 Network Non-Network \$3,000 N/A \$6,000 N/A \$60 agreed cost (SCF) Deductible Deductible Deductible Not Covered Not Covered Not Covered Deductible Not Covered Not Covered Not Covered Not Covered Not Covered Not Covered Not Covered 100% N/A \$3,000 N/A \$6,000 N/A Tier 1 - Deductible Tier 2 - Deductible Tier 3 - Deductible Not Covered \$376.87 3 \$387.76 \$900.50 1 \$926.31 \$846.85 0 \$871.38 \$1,332.80 3 \$1,371.16 \$6,029.51 \$6,203.07 \$72,354.12 \$74,436.84 2.9% Estimated Monthly Cost \$1,371.16 Estimated Annual Cost \$16,001.52 2.9%		

City of Parkville

MEDICAL PROGRAM - January 1, 2022										
BCBSKC Options Fully Insured	BCBSKC PCB PPO \$2000		BCBSKC PCB PPO \$2700		BCBSKC PCB PPO \$5000 (\$6500)		BCBSKC BSP Spira Care EPO \$3500		BCBSKC BSP HSA Spira Care EPO \$3000	
BENEFITS										
CALENDAR YEAR DEDUCTIBLE										
• Individual	\$2,000		\$2,700		\$5,000		\$3,500		\$3,000	
• Family	\$6,000		\$5,400		\$10,000		\$7,000		\$6,000	
PHYSICIAN OFFICE VISITS & OTHER										
Primary Care Physician Office Visit	\$40 Copay		\$40 Copay		\$40 Copay		\$0 Copay (at Spira Care Facility) Deductible		Deductible	
Specialist Physician Office Visit	\$40 Copay		\$40 Copay		\$40 Copay		\$0 Copay (at Spira Care Facility) Deductible		Deductible	
Urgent Care Center Visit	\$40 Copay		\$40 Copay		\$40 Copay				Deductible	
Emergency Room Visit	\$100 Copay; Ded+Coins		\$100 Copay; Ded+Coins		\$100 Copay; Ded+Coins				Deductible	
Lab Services	Deductible; Co-Insurance		Deductible; Co-Insurance		Deductible; Co-Insurance		\$0 Copay (at Spira Care Facility)		Deductible	
X-Ray Services	Deductible; Co-Insurance		Deductible; Co-Insurance		Deductible; Co-Insurance		\$0 Copay (at Spira Care Facility)		Deductible	
Hi-Tech Radiological Services	Deductible; Co-Insurance		Deductible; Co-Insurance		Deductible; Co-Insurance		Deductible		Deductible	
Surgery	Deductible; Co-Insurance		Deductible; Co-Insurance		Deductible; Co-Insurance		Deductible		Deductible	
Inpatient/Outpatient Hospital Services	Deductible; Co-Insurance		Deductible; Co-Insurance		Deductible; Co-Insurance		Deductible		Deductible	
PLAN CO-INSURANCE (General)	80%		80%		80%		100%		100%	
CALENDAR YEAR OUT-OF-POCKET MAX. (Includes The Deductible, Medical & RX Copays)										
• Individual	\$5,000		\$5,400		\$6,500		\$3,500		\$3,000	
• Family	\$10,000		\$10,800		\$13,000		\$7,000		\$6,000	
RETAIL PRESCRIPTION DRUGS COPAY										
Mail Order - Please See Carrier/Vendor Detailed Summary of Benefits										
	Tier 1 - \$15 Copay Tier 2 - \$70 Copay Tier 3 - \$110 Copay Tier 4 - \$200 Copay		Tier 1 - \$15 Copay Tier 2 - \$70 Copay Tier 3 - \$110 Copay Tier 4 - \$200 Copay		Tier 1 - \$15 Copay Tier 2 - \$70 Copay Tier 3 - \$110 Copay Tier 4 - \$200 Copay		Tier 1 - \$15 Copay Tier 2 - \$50 Copay Tier 3 - Deductible		Tier 1 - Deductible Tier 2 - Deductible Tier 3 - Deductible	
Additional RX Information										
COST										
Employee Only	\$407.35		\$397.30		\$372.15		\$341.98		\$352.03	
Employee Plus Spouse	\$973.28		\$949.25		\$889.17		\$817.07		\$841.10	
Employee Plus Child(ren)	\$915.19		\$892.59		\$836.10		\$768.30		\$790.90	
Employee Plus Family	\$1,440.78		\$1,405.21		\$1,316.27		\$1,209.54		\$1,245.12	
ADDITIONAL INFORMATION										

2022 Rates

OPTION A HD as base rate and pay 87.5% for dependent coverage

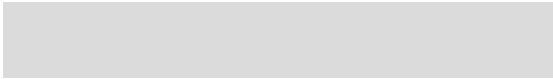
	BCBS - (Old Base Plan)					BCBS -	
	City		Employee		Total	City	
	\$	%	\$	%	\$	\$	%
Employee Only	\$ 425	92.8%	\$ 33	7.2%	\$ 458	\$ 425	100.0%
Employee + Spouse	\$ 890	81.3%	\$ 204	18.7%	\$ 1,094	\$ 890	87.5%
Employee + Children	\$ 837	81.3%	\$ 193	18.7%	\$ 1,029	\$ 837	87.5%
Employee + Family	\$ 1,317	81.3%	\$ 302	18.7%	\$ 1,619	\$ 1,317	87.5%

Dental			
	EE Cost	City Cost	Total Premiums
EE Only	\$ -	30.80	30.80
EE + Spouse	\$ 13.64	48.06	61.70
EE + Child(r)	\$ 33.94	48.06	82.00
Family	\$ 69.14	48.06	117.20

2022 City of Parkville Employee Health Benefit

Rate for Employees			BCBS - (Spira Care HSA)					
(High Deductible)								
Employee		Total	City		Employee		Total	City
\$	%	\$	\$	%	\$	%	\$	\$
\$ -	0%	\$ 425	\$ 425	109.5%	\$ (37)	-9.5%	\$ 388	\$ 425
\$ 127	12.5%	\$ 1,017	\$ 890	96.1%	\$ 36	3.9%	\$ 926	\$ 890
\$ 120	12.5%	\$ 956	\$ 837	95.0%	\$ 35	5.0%	\$ 871	\$ 837
\$ 187	12.4%	\$ 1,505	\$ 1,317	96.1%	\$ 54	3.9%	\$ 1,371	\$ 1,317

Vision			
	EE Cost	City Cost	Total Premiums
EE Only	\$ 9.59	0.00	9.59
EE + Spouse	\$ 17.26	0.00	17.26
EE + Child(ren)	\$ 17.74	0.00	17.74
Family	\$ 33.57	0.00	33.57



BCBS - (Spira Care \$1,500)				BCBS - (Spira Care \$3,500)				
<i>ty</i>	<i>Employee</i>		<i>Total</i>	<i>City</i>		<i>Employee</i>		<i>Total</i>
%	\$	%	\$	\$	%	\$	%	\$
101.2%	\$ (5)	-1.2%	\$ 420	\$ 425	113%	\$ (48)	-12.7%	\$ 377
88.6%	\$ 114	11.4%	\$ 1,004	\$ 890	99%	\$ 11	1.2%	\$ 901
88.6%	\$ 108	11.4%	\$ 944	\$ 837	99%	\$ 11	1.2%	\$ 847
88.7%	\$ 168	11.3%	\$ 1,485	\$ 1,317	99%	\$ 16	1.2%	\$ 1,333

CITY OF PARKVILLE
Policy Report

Date: November 3, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with Woodward LLC for masonry work for the Busch Drive improvements (Public Works)

BACKGROUND:

The 2021 Capital Improvement Program includes funding for improvements to the landscape island at the end of Busch Drive located in English Landing Park. The City worked directly with the landscape professionals at Embassy Landscape to develop a plan for the reconstruction of the landscape island. The initial concept was presented to the Community Land and Recreation Board (CLARB) earlier this year.

On August 3, 2021, the Board of Aldermen approved a construction agreement with Mid States Forms for the curb, gutter and retaining wall improvements at the base of the island feature in the amount of \$46,505.90. Staff had discussed working with the contractor to provide a stamped concrete finish to the wall, but after much discussion it was determined that the finish would not be satisfactory. Staff wanted a finish that would match the character of the other stonework in the area.

The original bid with Mid States Forms included an alternative for stonework at the base of the retaining wall. Staff determined that working directly with a masonry contractor would be a more cost effective approach to providing a finish to the wall. Staff contacted two additional contractors who have performed masonry work for the City in the past and both provided quotes. Woodward provided the low bid at \$19,800.

BUDGET IMPACT:

The 2021 Capital Improvements Projects includes the Busch Drive Improvements.

ALTERNATIVES:

1. Approve a construction agreement with Woodward for the masonry work on the Busch Drive improvements.
2. Provide direction to staff related to the Busch Drive improvements.
3. Postpone the item.
4. Do not approve this item.

STAFF RECOMMENDATION:

Staff recommends the approval of the construction agreement with Woodward for the masonry work associated with the Busch Drive improvements. The stonework will provide a finished look on the wall that will fit the character of the other park features.

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 recommend that the Board of Aldermen approve a construction agreement with Woodward LLC for the masonry work on the Busch Drive improvements in the amount of \$19,800.

ATTACHMENTS:

1. Agreement

SMALL CONSTRUCTION SERVICES AGREEMENT

ENGLISH LANDING PARK CUL-DE-SAC STONE VENEER PROJECT

THIS SERVICE AGREEMENT, entered into on this **16th day of November, 2021**, by and between the **CITY OF PARKVILLE, MISSOURI** ("City") and **WOODWARD MASONRY**, ("Contractor").

WHEREAS, the City seeks to hire Contractor to provide certain construction services as described in Exhibit "A" to this Agreement (the "Construction Services"); and

WHEREAS, the City has budgeted funds to acquire the services necessary to complete the Construction Services; and

WHEREAS, Contractor has the necessary staff and qualifications to provide the Construction Services to 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 "Construction Services" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.
- B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, attached hereto and incorporated by reference.
- C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

- A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A"**.
- B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor any all subcontractors with contract values of \$5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A"**, then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1."** 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 Contractor of the nature of the dispute regarding the balance.
- C. Contractor 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.

III. SCHEDULE

- A. Time is of the essence in performance of this Agreement.
- B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
- C. Services shall be completed within the schedule set forth on **Exhibit "A"**.
- D. Neither the City nor the Contractor 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 **Exhibit "A"** contains a provision for Liquidated Damages, it shall be because the parties have agreed that late completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

IV. CHANGES

- A. The City reserves the right issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.
- B. Contractor shall provide Construction 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 Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

V. INDEMNIFICATION

- A. Contractor shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Contractor's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Construction Services, including performance by Contractor'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 furnished by Contractor in the course of performance of the work, except to the extent that such claims arise from materials created or supplied by the City.
- B. Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

- A. Contractor shall secure and maintain, at its expense, through the duration of this Agreement insurance as set forth on **Exhibit "C."**

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Contractor'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 Contractor.
- B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.
- C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor'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.
- D. 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 including, but not limited to, indemnification, insurance and warranties.
- E. Contractor and all subcontractors with a contract value of \$5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.
- F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of \$2,500 plus an additional \$100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.
- G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

- A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied)

shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

- B. The Contractor's warranty in Section IX.A. shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

IX. OWNERSHIP OF WORK PRODUCT

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

X. RELATIONSHIP OF THE PARTIES

- A. Contractor represents that it is an independent contractor and that no personnel performing any of the Construction Services shall be employees of or have any contractual relationship with the City.

XI. 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 Contractor shall be sent to:

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

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

Woodward Masonry
Attn: Mark Woodward
10107 NE 67th St.
KCMO 64152
816-678-8029

XII. CORRECTION OF WORK

The Contractor shall promptly correct work rejected by the City or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses of a designer made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.

XIII. 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. Notwithstanding anything to the contrary in this Agreement or exhibit, 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 Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.
- C. The City may terminate the Agreement for cause if the Contractor
 - 1. refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
 - 4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
 - 5. otherwise is guilty of substantial breach of a provision of the Agreement.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:

- 1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 2. Direct the work of subcontractors; and
- 3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

When the Owner terminates the Agreement for one of the reasons stated in Section XIV. A., the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for the services and expenses of a designer, and legal, consultant and testing fees made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor or its surety, if any, shall pay the difference to the City upon demand. The obligation for payment, if any, shall survive termination of the Agreement.

XIV. RESOLUTION OF DISPUTES

- A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the

Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

- B. City and Contractor agree that disputes relative to the Work 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 Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
- C. 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 Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.
- D. Arbitration of disputes.
 - 1. 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 Contract and with the American Arbitration Association.
 - 2. 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.
 - 3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor 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.
 - 4. 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.

5. 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.

XV. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. Contractor 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 Contractor 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. Contractor 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. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri 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, Contractor agrees as follows:
 - i. Contractor 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. Contractor 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, creed, color, national origin, religion, or sex.
 - iii. Contractor 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. 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 Contractor shall take appropriate steps to assure compliance.
- G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

- H. 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 Contractor, and attached hereto.
- I. 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.
- J. 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.
- K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

WOODWARD MASONRY

By: _____

Exhibit A

Scope of Work and Pricing

Woodward Masonry will supply all materials and labor to complete the following project:

Retaining wall with stone veneer and lime stone caps. Caps will be fabricated on site to fit on retaining wall.

Contractor to provide samples of the stone product for City of Parkville's final selection.

Total materials and labor.....\$19,800.00

Term of Agreement – 60 Days

2021 Projects

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Admin/IT	Equipment	Replacement	Computer Replacement Cycle	Continue cycle to replace 25% of office computers each year in order to maintain a four-year replacement cycle for software, hardware, operating systems, and warranties.	100% General Fund	\$ 6,000	\$ 6,146	\$ -	COMPLETED
Admin	Project	Project	Building Safety Upgrades	Install bulletproof glass panels on the 2nd floor enclosure	100% General Fund	\$ 16,000		\$ 16,000	4th Quarter
Admin	Project	Replacement	City Hall Building Repairs	Repairs include internal painting Phase 2	100% General Fund	\$ 30,000	\$ -	\$ 30,000	2022
Admin	Project	New	Court Copier	New Copier for the Municipal Court	100% General Fund	\$ 4,000		\$ 4,000	4th Quarter
Admin	Project	New	Court Software Update	ShowMe Court software purchase, mandated by the State.	100% General Fund	\$ 15,000		\$ 15,000	4th Quarter
TOTAL ADMIN/IT/Court						\$ 71,000	\$ 6,146	\$ 65,000	
CD	Project	New	Bell Road PSP Plan	Develop a preliminary plan for the improvements to Bell Road.	100% General Fund	\$ 10,000	\$ -	\$ 10,000	2022
CD	Project	New	Master Plan Update	The Parkville Master Plan was adopted in 2009, and is recommended to be updated every 10 years. Project includes a consultant team conducting an extensive public engagement process, and updating the current plan's vision, community goals and objectives, SWOT analysis, data, maps and future land use projections.	100% General Fund	\$ 60,000	\$ 39,528	\$ -	COMPLETED
TOTAL COMMUNITY DEVELOPMENT						\$ 70,000	\$ 39,528	\$ 10,000	

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Police	Equipment	Replacement	Battery/Radio Replacement	Replace existing Police portable radios and Police mobile radios over next five years	100% General Fund	\$ 20,000	\$ 20,833	\$ -	COMPLETED
Police	Equipment	Replacement	Patrol Vehicle	Two AWD Police Vehicle including emergency equipment, video, radio, etc.	100% General Fund	\$ 81,798		\$ 81,798	4th Quarter
Police	Equipment	Replacement	In-Car Video Systems	Replace existing in-car video system with updated system. Will be on a five-year maintenance cycle to match warranty pending wear and tear.	100% General Fund	\$ 4,136	\$ 3,795	\$ -	COMPLETED
Police	Project	New	PD Substation Design	Design of the PD Substation on the West side of Parkville	100% General Fund	\$ 10,000	\$ -	\$ 10,000	2022
TOTAL POLICE						\$ 115,934	\$ 24,628	\$ 91,798	
PW	Project	New	Entryway Monument Prelim Plan	Design of the monument signs at the entrances to Parkville on the east and west sides of Hwy 45.	100% General Fund	\$ 10,000	\$ -	\$ 10,000	2022
PW	Project	New	Public Parking Lot Lease/Purchase	Lease/purchase payment for a public parking lot. The lease/payment will continue for 25 Years, for the use of the public parking lot for 99 years.	100% General Fund	\$ 22,041		\$ 22,041	4th Quarter
TOTAL PW						\$ 32,041	\$ -	\$ 32,041	
Streets	Project	Replacement	Storm Sewer Evaluation and Repair	Review the condition of the existing public storm sewers. Repairs will be made based on findings.	100% General Fund	\$ 35,000	\$ -	\$ 35,000	2022
TOTAL STREETS						\$ 35,000	\$ -	\$ 35,000	
TOTAL GENERAL FUND						\$ 323,975	\$ 70,303	\$ 233,839	

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Sewer	Project	Replacement	FF Hwy Pump Station	Upgrades to the FF Hwy Pump Station	100% Sewer Fund	\$ 140,000	\$ 11,011	\$ 128,989	4th Quarter
Sewer	Equipment	Replacement	CCTV	Program to clean and televise a portion of the 15,000 feet per year of the City's sewers.	100% Sewer Fund	\$ 60,300	\$ 25,035	\$ 35,265	4th Quarter
Sewer	Equipment	Replacement	DO Meter	Replacement DO Meter Unit.	100% Sewer Fund	\$ 20,500	\$ -	\$ 20,500	4th Quarter
Sewer	Equipment	Replacement	Mixer	Replacement of Mixer.	100% Sewer Fund	\$ 12,000	\$ 10,264	\$ -	COMPLETED
Sewer	Project	New	Clarifier Floor	Replacement of Clarifier Floor.	100% Sewer Fund	\$ 54,000	\$ -	\$ 54,000	2022
Sewer	Project	New	UV Bulbs/sleeves/ballasts	Replacement of UV Bulbs/sleeves/ballasts.	100% Sewer Fund	\$ 14,000	\$ 13,155	\$ -	COMPLETED
Sewer	Equipment	Replacement	Clarifier Drive	Rebuild two clarifier drives at WWTP.	100% Sewer Fund	\$ 16,000	\$ -	\$ 16,000	2022
Sewer	Equipment	New	Ongoing Sanitary Sewer Repairs	Periodic projects to rebuild sewer pipes, using the CIP process.	100% Sewer Fund	\$ 240,000	\$ 292,068	\$ -	COMPLETED
Sewer	Project	New	Zero Turn Mower	Replacement of Zero Turn Mower.	100% Sewer Fund	\$ 17,000	\$ 14,628	\$ -	COMPLETED
TOTAL SEWER						\$ 573,800	\$ 366,161	\$ 254,754	
Transportation	Maintenance	New	2" Asphalt Mill and Overlay	Contractor to mill and overlay existing asphalt streets in the City that have become deteriorated.	100% Transportation Fund	\$ 250,000	\$ 222,443	\$ -	COMPLETED
Transportation	Maintenance	New	Curb & Sidewalk Repair	Repair defective sections of curb and sidewalk due to general deterioration.	100% Transportation Fund	\$ 50,000	\$ 62,869	\$ -	COMPLETED
Transportation	Maintenance	New	Snow Box Attachment	Purchase of snow box attachment to assist with plowing snow in the downtown and small parking areas.	100% Transportation Fund	\$ 5,000	\$ -	\$ 5,000	2022
Transportation	Maintenance	New	Crack Sealing	Crack sealing of existing street in the City. Includes rental of crack sealing machine and crack seal material.	100% Transportation Fund	\$ 10,000	\$ -	\$ 10,000	2022
Transportation	Maintenance	New	Street Striping	Needed to re-paint areas on the pavement such as centerlines and stop bars for traffic safety.	100% Transportation Fund	\$ 10,000	\$ -	\$ 10,000	2022
TOTAL TRANSPORTATION						\$ 325,000	\$ 285,311	\$ 25,000	

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Project Fund	Project	Replacement	Route 9 Future Phases	Major Street Reconstruction	Project Funds/CID	\$ 185,503	\$ -	\$ 185,503	2022
Project Fund	Project	Replacement	Route 9: Hwy 45 to Lakeview Dr	Major Street Reconstruction	MoDot Cost Share	\$ 3,575,000	\$ 1,612,718	\$ 1,962,282	2022
Project Fund	Project	Replacement	Route 9 Hwy 9-6th St Intersection	Major Street Reconstruction	Projects Fund/MoDot /Chapter 100	\$ 762,175	\$ 833,316	\$ (71,141)	4th Quarter
TOTAL PROJECTS FUND						\$ 4,522,678	\$ 2,446,035	\$ 2,076,644	
Parks Sales Tax	Project	New	PLP Ballfields	The engineering of baseball fields and multipurpose fields.	100% Parks Sales Tax	\$ 800,000	\$ -	\$ 800,000	2022
Parks Sales Tax	Project	New	Grading for Ballfields	Grading for the proposed ballfields in Platte Landing Park.	100% Parks Sales Tax	\$ 150,000	\$ 52,050	\$ -	COMPLETED
Parks Sales Tax	Project	Replacement	Trail Grading Equipment	Purchase of trail grading equipment to assist with regular trail grading maintenance.	100% Parks Sales Tax	\$ 5,000	\$ -	\$ 5,000	2022
Parks Sales Tax	Project	Replacement	Watkins Park Improvements	Design and construction of shelter, parking and playground in Watkins Park.	100% Parks Sales Tax	\$ 50,000	\$ 31,399	\$ 18,602	4th Quarter
Parks Sales Tax	Project	Replacement	Wetlands Educational Area	Outdoor classroom space and kiosks for wetland education.	100% Parks Sales Tax	\$ 15,000	\$ 6,125	\$ 8,875	2022
Parks Sales Tax	Project	New	ELP Playground Update	Replacement of playground equipment in English Landing Park.	100% Parks Sales Tax	\$ 25,000	\$ -	\$ 25,000	4th Quarter
Parks Sales Tax	Project	Replacement	Entry Signs for PLP/ELP	The design and purchase of new entry signs to ELP and PLP	100% Parks Sales Tax	\$ 100,000	\$ -	\$ 100,000	2022
Parks Sales Tax	Project	New	JD 6-Series Tractor	Replacement of tractor in fleet for mowing of parks.	100% Parks Sales Tax	\$ 55,000	\$ -	\$ 55,000	2022
Parks Sales Tax	Project	Replacement	Roundabout Makeover	The design and construction of new landscaping for the roundabout on the south side of Busch Drive.	100% Parks Sales Tax	\$ 30,000	\$ 3,319	\$ 26,681	2022
TOTAL PARKS SALES TAX FUND						\$ 1,230,000	\$ 92,893	\$ 1,039,158	
GRAND TOTAL						\$ 6,975,453	\$ 3,260,702	\$ 3,629,394	

Projected expenditures per Quarter				
1st Quarter Actual	2nd Quarter Actual	3rd Quarter Actual	4th Quarter Projected	2022 Projected
\$ 101,933	\$ 1,352,113	\$ 1,806,657		

CITY OF PARKVILLE
Policy Report

Date: November 3, 2021

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Receive an update on City-owned property near NW River Road and Vikings Field (Community Development)

BACKGROUND:

Earlier this year Doug Bias (12310 NW River Rd) reached out to City staff to inquire about a triangular piece of land adjacent to his property (see Attachment 1). The subject property (0.12 acres, more or less) is vacant and covered with vegetation, and Mr. Bias would like to acquire it in order to preserve it as buffer space between his property and Viking Field.

Per aerial imagery the land appears to be either City property or NW River Road right-of-way, and City staff has not identified any current or future use for the property due to its size; therefore, the City disposing of it would be reasonable under the circumstances. Because the Platte County Assessor's Office was unable to determine whether or not the triangular piece of City land was property or NW River Road right-of-way, staff engaged Stewart Title Company to determine the ownership of the land and initiated an Ownership & Encumbrance Report (see Attachment 2).

The Ownership & Encumbrance Report concluded the City owns a fee simple interest in the property as a result of the real estate being deeded to the City from the Helen R. Taylor Revocable Trust No. 1 on June 12, 1991. No records were found showing the land to be right-of-way; thus, the City cannot vacate the land to be reverted to Mr. Bias by law. Staff believes the triangular piece of property was formerly part of Vikings Field land deeded to the City prior to the construction of NW River Road, which occurred sometime after 1991 based on tax map records. When NW River Road was constructed, it created a leftover "remnant" tract, which exists today as the triangular piece of property.

Neither Revised Statutes of Missouri (RSMo), the Parkville Municipal Code nor the City's Purchasing Policy provides guidance regarding the process for the voluntary sale or conveyance of City-owned real estate. As a result, the City has the authority to dispose the property determine the most appropriate process for doing so on a case-by-case basis. While the 0.12 acre (more or less) property is too small for anyone to construct a building on, it's possible that beneficial use of the land could be made if all or a portion of the property were combined with land owned by adjacent property owners $\frac{3}{4}$ Doug D Jr & Leigh Ann Bias (12310 NW River Rd) or Forest Park Development Company LLC (John and David Barth). Realistically, these two property owners are the only parties who could make beneficial use of the triangular piece of land, as well as maintain it in the future.

At the July 12, 2021 meeting of the Finance Committee, members of the committee directed staff to

contact the two property owners to see if they're interested in making an offer to the City to purchase the property. Doug Bias indicated interest in acquiring the property from the City. David Barth (Forest Park Development Company LLC) said he'd have little use for the property and if the adjacent owner was interested in acquiring it, he'd be supportive and wouldn't interfere in the process. Staff also reached out to Bliss Associates, LLC, is on-call appraiser to estimate the fair market value of the property. An appraisal report was prepared which estimates the fair market value of the property to be \$1,200. Robert Marx (Bliss Associates, LLC) said there's not a lot of value in the 0.12 acre property due to its size, location, function as a remnant parcel and lack of utilities. He added that the property would be more valuable to the adjacent property owner than to the City of Parkville; and that the City of Kansas City, Mo. often tries to sell these types of remnant tracts / excess parcels to adjacent property owners for around \$500 so the City no longer maintains responsibility for them or has to mow/maintain them.

If the City does proceed with selling the parcel to Doug Bias, the adjacent property owner, the City can place any reasonable restrictions on future use of the parcel such as limitations on construction of buildings or structures, which could be possible once the parcel is combined with their adjacent properties.

BUDGET IMPACT:

There is no direct budget impact associated with this action. However, if the Finance Committee recommends staff to consider an offer for City property near NW River Road and Vikings Field from the adjacent property owner, then staff would present a real estate purchase offer before the Finance Committee at a future meeting.

ALTERNATIVES:

1. Direct staff to consider a real estate purchase offer for City property near NW River Road and Vikings Field from the adjacent property owner at 12310 NW River Road.
2. Authorize staff to consider a real estate purchase offer, subject to alternate direction by the Finance Committee.
3. Do not authorize staff to consider a real estate purchase offer for City property.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the Finance Committee authorize staff to consider a real estate purchase offer for City property near NW River Road and Vikings Field from the adjacent property owner at 12310 NW River Road.

POLICY:

Neither Revised Statutes of Missouri (RSMo), the Parkville Municipal Code nor the City's Purchasing Policy provides guidance regarding the process for the voluntary sale or conveyance of City-owned real estate. As a result, staff is seeking feedback from the Finance Committee for how to proceed before the Board of Aldermen in this manner.

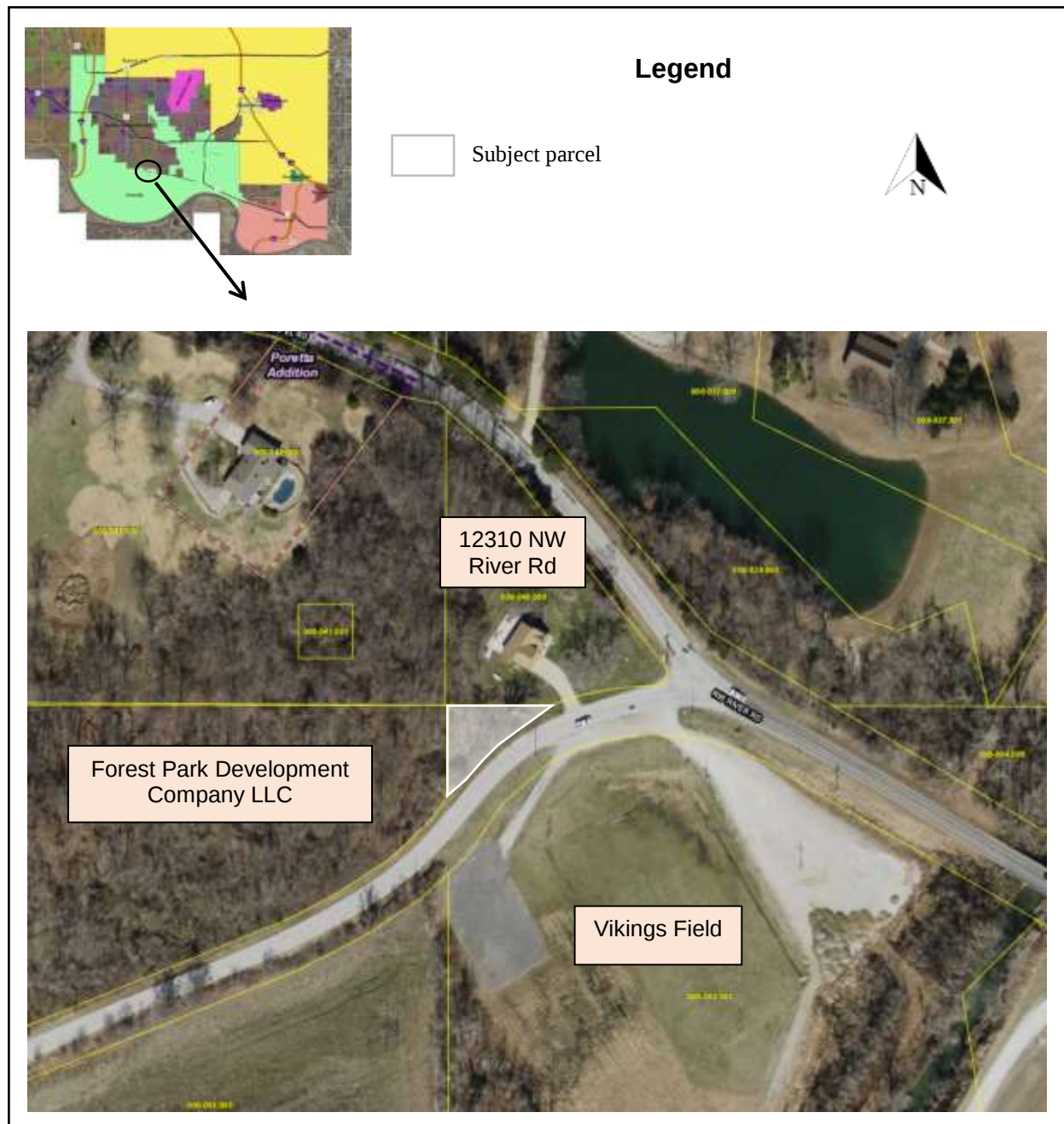
SUGGESTED MOTION:

Because this is a non-action item, no motion is needed. Staff is seeking guidance on how to proceed regarding the voluntary sale or conveyance of City-owned real estate, specifically the triangular piece of property new NW River Road and Vikings Field.

ATTACHMENTS:

1. Subject Property Area Map
2. Title Report
3. Appraisal Report

Subject Property Area Map



TITLE REPORT

File No.: 1243216
Customer File No.: [Enter Data]

Effective Date of Report:
May 13, 2021 at 8:00AM

Inquiries Should Be Directed To:

Stewart Title Company
2000 Kentucky Ave, Ste B
Platte City, MO 64079

Julie Landewee , Email: jmiddleton@stewart.com
Phone: (816) 988-9378 Fax: (816) 817-1617

1. The estate or interest in the land described or referred to in this report and covered herein is:

FEE SIMPLE

2. Title to the said estate or interest in said land is at the effective date hereof vested in:

The City of Parkville, a municipal corporation

3. The land referred to in this Report is located in the County Platte, State of Missouri, more particularly described as follows:

All that part of the Northeast Quarter of Section 33, Township 51, Range 34, described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Section 33; thence South along the West line of said Northeast Quarter, 2517 feet to the Platte River; thence North 55 degrees East, 650 feet; thence South 80 degrees East, 220 feet to a point which is 2182 feet South and 749 feet East of the Northwest corner of the Northeast Quarter of said Section 33; thence North 19 degrees West, 555 feet; thence North 13 degrees West, 858 feet; thence North 11 degrees East, 210 feet; thence South 55 degrees East, 152 feet; thence North 40 degrees East, 180 feet; thence North 9 degrees West, 278 feet; thence North 45 degrees East, 228 feet; thence due North, 128 feet to a point in the North line of the Northeast Quarter of said Section 33, which point is 773 feet East of the Northwest corner of said Quarter Section; thence West along the North line of said Quarter Section, 773 feet to the point of beginning, subject to railroad right of way 100 feet wide running East and West across the above described tract at about the center thereof, as at present located and established, subject to that part, if any, in streets, roadways, highways or other public rights-of-way.

EXCEPT THAT part conveyed in the Quit Claim Deed recorded in [Book 1072 at page 922](#), more particularly described as follows:

All that part of the Northeast 1/4 of Section 33, Township 51N, Range 34W, Parkville, Platte county, Missouri, being described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence South 89 degrees 49 minutes 24 seconds East, along the North line of said Northeast 1/4, 460.40 feet to the point of beginning of the tract to be herein described; thence South 89 degrees 49 minutes 24 seconds East, continuing along said North line 312.60 feet; thence South 00 degrees 10 minutes 36 seconds West, 128.00 feet; thence South 45 degrees 10 minutes 36 seconds West, 46.83 feet to a point on the Northerly right-of-way line of Missouri Highway "FF"; thence North 59 degrees 51 minutes 41 seconds West, along said North right-of-way line, 322.60 feet to the Point of Beginning.

EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records.
2. Standard Exceptions:
 - (A) Rights or claims of parties in possession not shown by the public records.
 - (B) Easements, or claims of easements, not shown by the public records.
 - (C) Any encroachments, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
 - (D) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (E) Taxes or special assessments which are not shown as existing liens by the public records.
3. This report is not a guarantee or warranty of title, nor is this a commitment to provide, nor does it provide title insurance. Stewart Title Company disclaims any and all marketability of the title to the real property described herein Liability hereunder is expressly limited to the consideration paid heretofore.

Special Exceptions:

1. NOTE REGARDING TAX MATTERS: ALL TAX INFORMATION REFLECTED IN THIS COMMITMENT CAME FROM THE TAXING AGENCY OR AUTHORITY
THE FOLLOWING INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY
General Taxes for the year 2020 and prior years are EXEMPT.

ACCT # 20-8.0-33-000-000-003.001

NOTE: The following 24 month chain of title is shown for informational purposes only and not the purpose of insuring: Title to the estate or interest shown in Schedule A was acquired by Trustee's Deed dated 06/12/1991 and recorded 06/24/1991 as [Instrument No. 6303](#) in Book 756 at page 361 from Helen E. Taylor, Trustee under the Helen E. Taylor Revocable Trust No. 1 created by Helen E. Taylor under Agreement dated 12/4/1989, to the City of Parkville, a municipal corporation.

2. The premises in question are within the boundaries of Parkville Special Road District and are subject to assessments by reason thereof.
3. The premises in question are within the boundaries of The Southern Platte Fire Protection District, recorded in [Book 479 at page 268](#) and are subject to assessments by reason thereof.
4. The premises in question are within the boundaries of Platte County Regional Sewer District, recorded in [Book 869 at page 496](#), and are subject to assessments by reason thereof.
5. Easement granted to Kansas City Power and Light company, as more fully set forth in the document recorded in Book 106 at page 95.
6. Right of Way Easement granted to American Telephone & Telegraph, as more fully set forth in the document recorded as Instrument No. F3717 in [Book 716 at page 894](#).
7. Easement granted to Kansas City Power & Light Company, as more fully set forth in the document recorded as Instrument No. 8579 in [Book 813 at page 340](#).
8. Unrecorded lease dated 07/01/2003, by and between City of Parkville, Missouri, lessor, and Kirkpatrick Pettis, lessee, the existence of which is disclosed by instrument designated Memorandum of Lease, filed 07/15/2003, under Document No. 19531 in [Book 1009 at Page 423](#).

9. Unrecorded lease dated 07/01/2003, by and between KirkPatrick Pettis, lessor, and The City of Parkville, lessee, the existence of which is disclosed by instrument designated Memorandum of Lease Purchase Agreement, filed 07/15/2003, under [Document No. 19532](#) in Book 1009 at Page 424.
10. The following matters regarding the watercourse known as Rush Creek are hereby excepted: a. Any past or future change in the bed or banks of said watercourse which forms a boundary of the land. b. Any dispute arising over the location of the old bed or banks of said watercourse. c. Any variance between the boundary line of said watercourse as originally conveyed and the current boundary thereof as now located, used or occupied. d. Rights of upper and/or lower riparian owners in and to the free and unobstructed flow of water of said watercourse, and other riparian rights, whether or not shown by the public records, such as fishing, boating, swimming or other similar activity. e. Riparian water rights are not insured.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the subject property.
13. Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action.

Stewart Title Guaranty Company Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

FAIR MARKET VALUE ESTIMATE

October 1, 2021

Vacant Land\Excess Parcel
City of Parkville
12320 NW River Rd
Parkville, MO 64152



An Appraisal Report

*prepared for
City of Parkville*



Job No.

5044384



October 22, 2021

Stephen Lachky, AICP, CPM, CFM
Community Development Director
City of Parkville
8880 Clark Ave.
Parkville, MO 64152

Dear Mr. Lachky:

The restricted appraisal report you requested is enclosed. Its purpose is to estimate fair market value, subject to limiting conditions of the

**Vacant Land/Excess Parcel
City of Parkville
12320 NW River Rd
Parkville, MO 64152.**

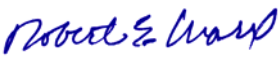
The real property interest valued is the fee simple estate subject to typical utility easements. The final fair market value estimate as of October 1, 2021 is

\$1,200.

Any extraordinary assumptions or hypothetical conditions that have been made in this appraisal are listed on the following page. This appraisal is also subject to standard assumptions and general limiting conditions found in the Appraisal section of this report.

Thank you for choosing Bliss Associates, LLC.

Sincerely,
Bliss Associates, LLC

By: 
Robert E. Marx, MAI, SRA
Vice President
State-certified General Appraiser #RA001238

SPECIAL LIMITING CONDITIONS

Special limiting conditions consist of extraordinary assumptions and hypothetical conditions. *The Uniform Standards of Professional Appraisal Practice* (USPAP)¹ defines extraordinary assumption as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”²

A hypothetical condition is defined as

“a condition, directly relative to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”³

The following extraordinary assumptions and/or hypothetical conditions apply to this appraisal. The client is advised that their use might have affected the assignment results.

Extraordinary Assumptions

The following extraordinary assumption is made in this appraisal.

None.

Hypothetical Conditions

The following hypothetical condition is imposed on this appraisal.

None.

Special Coronavirus Statement

The effects of the coronavirus (Covid-19) can’t be overstated. Most segments of the economy have been adversely affected—including real estate. The retail and lodging sectors have experienced the largest drops in demand, while some industrial uses—such as distribution warehousing for Amazon—and grocery stores have experienced an increase in demand. Many office workers continue to work from home. The office sector appears to be the most speculative at this time as many workers may never return to their offices. The Federal Government’s assistance and stimulus efforts in March (CARES Act, PPP, etc.) at some \$4T, and the recently (March 11, 2021) enacted American Rescue Plan Act of 2021 (ARPA) at \$1.9T has delayed a big recession and extended unemployment benefits through September, 2021. Stimulus checks of \$1,400 for most individuals earning up to \$75K are going out at this time plus \$1,400 for each dependent regardless of age. Equity markets have rebounded to record levels seen early this year with the release of two novel vaccinations. Banks have plenty of capital. Interest rates remain near record lows to facilitate economic stability. Yet fundamental problems remain in the economy such as: lack of demand (effective), income inequalities, and costs of living outpacing income growth (insurance, education, housing). High inflation is a current risk and now is about 5%-well above the Fed’s posted target inflation rate of 2% and above the average rate of inflation of 1.6% since 2012. Clearly the transition to a digital economy accelerated due to Covid-19, and that’s not likely to slow down in the near term.

A major \$1.2T - \$1.3T public infrastructure bill is pending in Congress; and another \$2.0T “Build Back Better” infrastructure spending bill is being debated. Clearly substantial public infrastructure spending is likely in the foreseeable future.

¹ The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice* (USPAP), 2020-2021 ed.

² Ibid., 4.

³ Ibid., 4.

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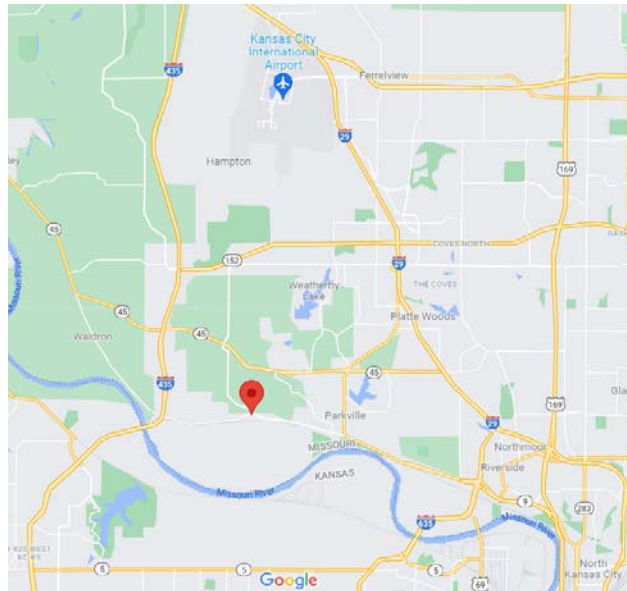
 Title Report

 Sale Write-ups

 Appraiser's Resume

APPRAISAL NEIGHBORHOOD

Location

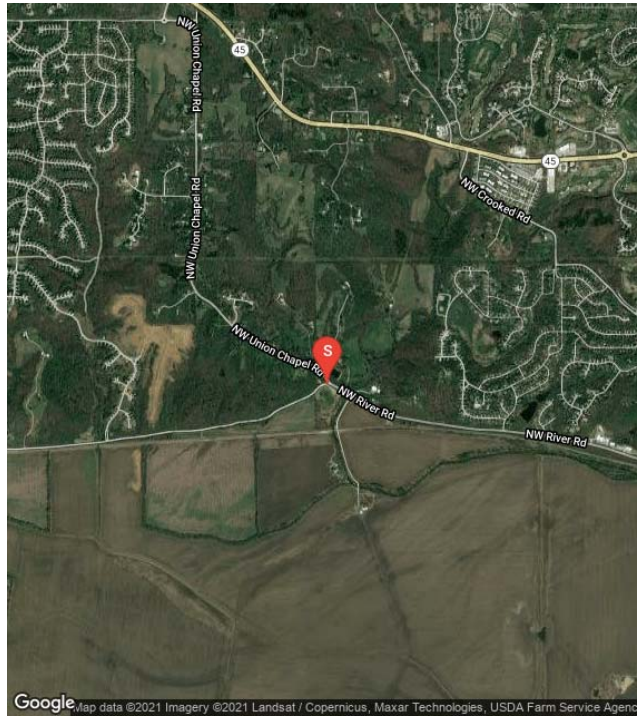


Land Uses

Land uses along the primary arterials generally consist of rural residential and light industrial uses. The neighborhood is approximately 20% developed. The Creekside development is located northwest of the property at the Interstate 435 and M-45 Highway interchange. The Thousand Oaks subdivision is located between Creekside and the subject property. Many new homes are underway in Thousand Oaks. Development has been limited by the availability of sewers. Walnut Creek Acres is located further to the east. River Rd. forms the boundary between the Missouri River bottomlands and its uplands. Vikings Field and other park space is located in the river bottom on the south side of NW River Rd. in this vicinity.



Subject Location – Aerial Image



SCOPE OF WORK

Client:	The client is the City of Parkville.
Intended User(s):	The intended user is the City of Parville.
Intended Use:	The intended use is for selling the property likely to adjacent property owner.
Purpose:	Estimate fair market value.
Type of Value:	Fair Market Value ⁴ Fair market value and market value are synonymous terms.
Interest Appraised:	Fee Simple Estate
Effective Date:	October 1, 2021
Exposure and Marketing Time:	
Exposure Time:	12 months
Inspection Date:	September 9, 2021
Inspection Type:	Steet level
Data Researched and Analyzed:	Bliss databases, Heartland MLS, Platte County Clerk.
Type of Appraisal Report:	This is a Restricted Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(b). This format provides for only basic property identification, appraisal statements and value conclusion(s). It is noted that the use of this report is limited to the client. In addition, the rationale for the opinions and conclusions set forth in this report may not be understood properly without additional information in the workfile.
Appraisal Methods Applied:	The cost approach is not applicable. The income approach is not applicable. The sales comparison approach is developed and reported.

⁴ Code of Federal Regulations; Title 12, FIRREA § 323.2: Section 323.2(g) amended at 57 Fed. Reg. 9049, March 16, 1992; 59 Fed. Reg. 29501; revised as of January 1, 2000

SUMMARY OF PROPERTY CHARACTERISTICS

Subject Description / Use:	Excess ROW (remnant tract due to construction of NW River Rd.)
Subject Address:	12320 NW River Rd Parkville, Platte County, MO, 64152
Owner:	City of Parkville
Legal Description:	See title report in the Addendum.
Real Estate Taxes:	None (tax exempt)
Site Data	
Site Size:	6,011 SF, or 0.14 acres
Zoning:	AG
Shape:	Triangular
Visibility:	Average
Highest & Best Use – Vacant:	Green space, residential orientation. Note: assemblage in and of itself is not a “highest and best use” but rather an investment decision.
Brief Property Description:	The site is a wooded tract fronting NW River Rd. There is a house located just north. NW Union Chapel Rd. is located just east of the site. At the time of the inspection, the bridge over Rush Creek (east of the subject site) was being repaired affecting traffic rerouting.
Brief Subject History:	There have been no known listings, offers, or sales of the property in the last five years.

Comments: The last to the west is undeveloped. The nearest sewer line is over 2,000 ft. to the west. The site has a triangular shape, and is heavily wooded. The site slopes up to the rear about 18 to 20 ft. above the road frontage. Utility services are limited. The site lays above the flood plain.

SUBJECT EXHIBITS AND PHOTOGRAPHS



Flood zone map



Site dimensions and area



Street view to the west



Street view to the east



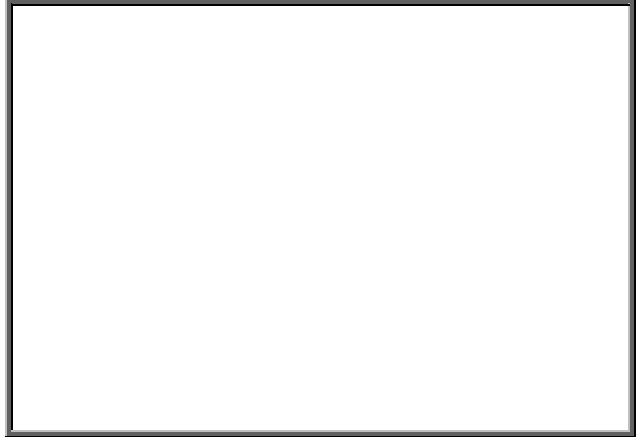
View to the east towards the closed Brush Creek Bridge



Front elevation



Vikings Field located directly across the road from the subject site.



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LAND MARKET OVERVIEW

Brief Market Discussion

Residential real estate is at its highest valuation peak in history. Residential property values have increased some 15%+ in the last 12 months in most markets. There is a shortage of inventory and near record-low mortgage interest rates have propelled a seller's market.

There are a limited number of properties within the market area that can be considered comparable.

LAND VALUE

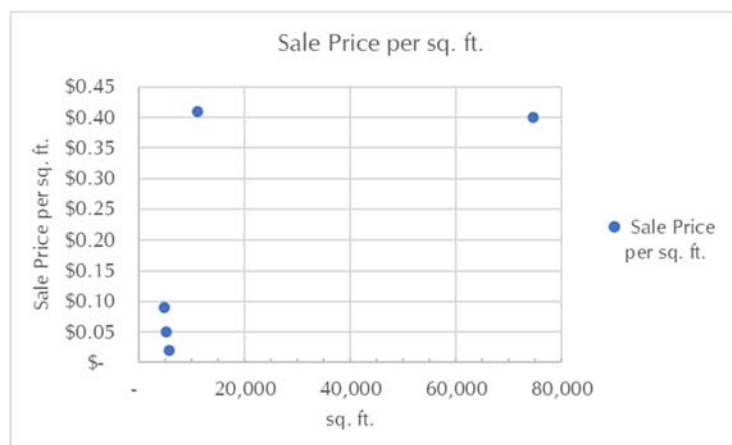
When adequate data is available, the sales comparison approach is the preferred land valuation method. The sales comparison approach is based on the theory of substitution. This is the understanding that market participants will pay no more for a property than the price of a reasonably similar alternative. Supportable adjustments are made to liken alternatives to the property in question. The unit of measure is the price per square foot.

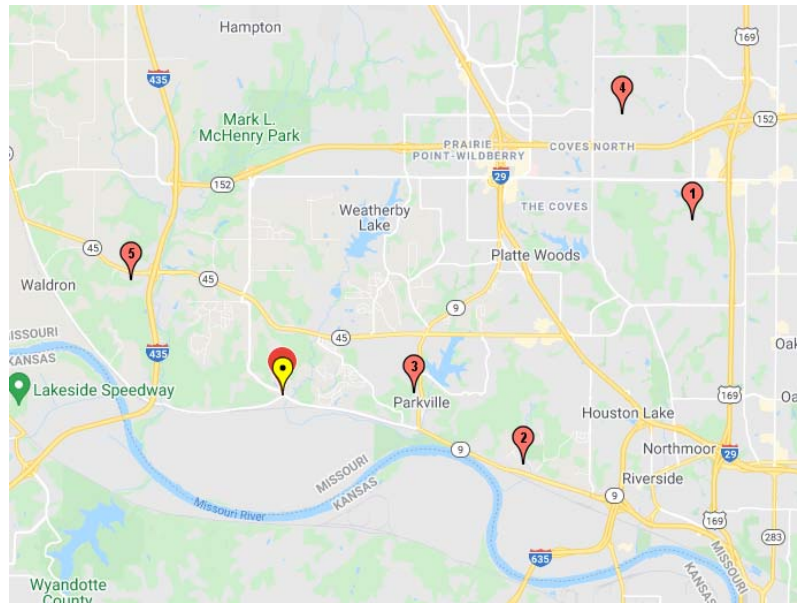
Land Comparables

The following five comparables are presented for direct comparison.

Comp	Address	State	Date	Price	Land SF	Price per Land SF	Zoning	Shape
	City				Acres			
Subject	12320 NW River Rd		-	--	6,011	--	AG	Triangular
	Parkville	MO			0.14			
1	7900 N Platte Purchase Dr		8/23/21	\$120	5,728	\$0.02	R-7.5	Triangular
	Kansas City	MO			0.13			
2	4703 NW Fisk Ave		8/23/21	\$4,300	10,964	\$0.41	R-1	Pie
	Parkville	MO			0.25			
3	1312 Walnut St		8/23/21	\$426	4,792	\$0.09	R-4	Rectangle
	Parkville	MO			0.11			
4	9200 N Gower Ave		8/23/21	\$263	5,093	\$0.05	R-6	Rectangle
	Kansas City	MO			0.12			
5	7100 NW Ensign Dr		8/28/18	\$30,000	74,575	\$0.40	B-P	Rectangular
	Parkville	MO			1.71			

Graphic Analysis



Location Map**Adjustment Grid**

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Address	12320 NW River Rd	7900 N Platte Purchase Dr	4703 NW Fisk Ave	1312 Walnut St	9200 N Gower Ave	7100 NW Ensign Dr
City	Parkville	Kansas City	Parkville	Parkville	Kansas City	Parkville
State	MO	MO	MO	MO	MO	MO
Date	10/1/2021	8/23/2021	8/23/2021	8/23/2021	8/23/2021	8/28/2018
Price	--	\$120	\$4,300	\$426	\$263	\$30,000
Land SF	6,011	5,728	10,964	4,792	5,093	74,575
Land SF Unit Price	\$0.00	\$0.02	\$0.39	\$0.09	\$0.05	\$0.40
Transaction Adjustments						
Property Rights	Fee Simple	Simple	Simple	Simple	Simple	Reserved
Financing	Conventional	0	0	0	0	0
Conditions of Sale	Cash	Back tax auction	Back tax auction	Back tax auction	Back tax auction	Bank REO
Expenditures After Sale		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjusted Land SF Unit Price		\$0.03	\$0.59	\$0.13	\$0.08	\$0.75
Market Trends Through	10/1/21	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Land SF Unit Price		\$0.03	\$0.59	\$0.13	\$0.08	\$0.75
Location	Parkville	Kansas City	Parkville	Parkville	Kansas City	Parkville
% Adjustment		0%	0%	0%	0%	0%
Land SF	6,011	5,728	10,964	4,792	5,093	74,575
% Adjustment		0%	0%	0%	0%	0%
Topography	Steep Land	Rolling Land	Very Steep Land	Steep Land	Gently Sloping	Steep Land
% Adjustment		0%	0%	0%	0%	0%
Shape	Triangular	Triangular	Pie (cul de sac)	Rectangle	Rectangle	Rectangular
% Adjustment		0%	0%	-10%	-10%	-10%
Utilities	0	0	0	0	0	0
% Adjustment		0%	0%	0%	0%	0%
Zoning Code	AG	R-7.5	R-1	R-4	R-6	B-P Business
% Adjustment		0%	0%	0%	0%	-50%
Adjusted Land SF Unit Price		\$0.03	\$0.59	\$0.12	\$0.07	\$0.30
Net Adjustments		0.0%	0.0%	-10.0%	-10.0%	-60.0%
Gross Adjustments		0.0%	0.0%	10.0%	10.0%	60.0%

Transaction Adjustments

Four of the sale were sold at auction owed for delinquent real estate taxes. That warrants an upward adjustment of 50%. Sale 5 is a bank REO sale that warrants an upward adjustment of 25%.

Characteristics Adjustments

Three of the comparables have superior rectangular shapes that are adjusted downward by 10%. Sale 5 has a commercial zoning (business park) that warrants a downward adjustment of 50%.

Conclusion of Direct Comparison

Sale of property like the subject were hard to find. Many properties with the subject's attributes have little utility by themselves and are purchased for speculation or for assemblage with adjoining parcels. The adjusted prices of the comparable properties range from \$0.03/SF to \$0.59/SF; the average is \$0.22/SF.

RELATIVE COMPARISON**Rank Order**

The sales are rank ordered in relation to the subject property in the following table.

Comp	Address	Land sq. ft.	Sale Date	Sale Price	Sale Price per sq. ft.	Adjusted Price per sq. ft.	Rank
1	7900 N Platte Purchase Dr	5,728	8/23/2021	\$ 120	\$ 0.02	\$ 0.03	Similar
4	9200 N Gower Ave	5,093	8/23/2021	\$ 263	\$ 0.05	\$ 0.07	Similar
3	1312 Walnut St	4,792	8/23/2021	\$ 426	\$ 0.09	\$ 0.12	Similar
	12320 NW River Rd	6,011				Subject	
2	4703 NW Fisk Ave	10,964	8/23/2021	\$ 4,300	\$ 0.41	\$ 0.49	Superior
5	7100 NW Ensign	74,574	8/28/2018	\$ 30,000	\$ 0.40	\$ 0.30	Far superior

Conclusion of Relative Comparison

The subject site falls between \$0.09 per sq. ft. and \$0.41 per sq. ft. of unit price, and between \$0.2 and \$0.49 per sq. ft. of adjusted price.

RECONCILIATION

Two methods were used in the sales comparison approach: direct comparison and relative comparison. The concluded unit value of the subject is expected to fall somewhat below the average adjusted price or \$0.20 per sq. ft. That value is supported by relative comparison. As applied to the property:

$$6,011 \text{ SF} \times \$0.20/\text{SF} = \$1,202, \text{ rounded to } \$1,200.$$

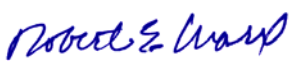
VALUE CONCLUSION - LAND:

\$1,200

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- statements of fact contained in this report are true and correct;
- reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;
- –;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- my engagement in this assignment was not contingent upon developing or reporting predetermined results;
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP) of The Appraisal Foundation and the *Supplemental Standards of Professional Appraisal Practice* and *Code of Professional Ethics* of The Appraisal Institute;
- – – has made a personal inspection of the property that is the subject of this report;
- no one provided significant real property appraisal assistance to the person(s) signing this report;
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives; and
- as of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute.

By: 
 Robert E. Marx, MAI, SRA
 Vice President
 State-certified General Appraiser #RA001238

Effective date of the opinion: October 1, 2021
 Date of the appraisal report: October 22, 2021

ADDENDA

TITLE REPORT

File No.: 1243216
Customer File No.: [Enter Data]

Effective Date of Report:
May 13, 2021 at 8:00AM

Inquiries Should Be Directed To:

Stewart Title Company
2000 Kentucky Ave, Ste B
Platte City, MO 64079

Julie Landewee , Email: jmiddleton@stewart.com
Phone: (816) 988-9378 Fax: (816) 817-1617

1. The estate or interest in the land described or referred to in this report and covered herein is:

FEE SIMPLE

2. Title to the said estate or interest in said land is at the effective date hereof vested in:

The City of Parkville, a municipal corporation

3. The land referred to in this Report is located in the County Platte, State of Missouri, more particularly described as follows:

All that part of the Northeast Quarter of Section 33, Township 51, Range 34, described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Section 33; thence South along the West line of said Northeast Quarter, 2517 feet to the Platte River; thence North 55 degrees East, 650 feet; thence South 80 degrees East, 220 feet to a point which is 2182 feet South and 749 feet East of the Northwest corner of the Northeast Quarter of said Section 33; thence North 19 degrees West, 555 feet; thence North 13 degrees West, 858 feet; thence North 11 degrees East, 210 feet; thence South 55 degrees East, 152 feet; thence North 40 degrees East, 180 feet; thence North 9 degrees West, 278 feet; thence North 45 degrees East, 228 feet; thence due North, 128 feet to a point in the North line of the Northeast Quarter of said Section 33, which point is 773 feet East of the Northwest corner of said Quarter Section; thence West along the North line of said Quarter Section, 773 feet to the point of beginning, subject to railroad right of way 100 feet wide running East and West across the above described tract at about the center thereof, as at present located and established, subject to that part, if any, in streets, roadways, highways or other public rights-of-way.

EXCEPT THAT part conveyed in the Quit Claim Deed recorded in [Book 1072 at page 922](#), more particularly described as follows:

All that part of the Northeast 1/4 of Section 33, Township 51N, Range 34W, Parkville, Platte county, Missouri, being described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence South 89 degrees 49 minutes 24 seconds East, along the North line of said Northeast 1/4, 460.40 feet to the point of beginning of the tract to be herein described; thence South 89 degrees 49 minutes 24 seconds East, continuing along said North line 312.60 feet; thence South 00 degrees 10 minutes 36 seconds West, 128.00 feet; thence South 45 degrees 10 minutes 36 seconds West, 46.83 feet to a point on the Northerly right-of-way line of Missouri Highway "FF"; thence North 59 degrees 51 minutes 41 seconds West, along said North right-of-way line, 322.60 feet to the Point of Beginning.

EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records.
2. Standard Exceptions:
 - (A) Rights or claims of parties in possession not shown by the public records.
 - (B) Easements, or claims of easements, not shown by the public records.
 - (C) Any encroachments, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
 - (D) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (E) Taxes or special assessments which are not shown as existing liens by the public records.
3. This report is not a guarantee or warranty of title, nor is this a commitment to provide, nor does it provide title insurance. Stewart Title Company disclaims any and all marketability of the title to the real property described herein Liability hereunder is expressly limited to the consideration paid heretofore.

Special Exceptions:

1. NOTE REGARDING TAX MATTERS: ALL TAX INFORMATION REFLECTED IN THIS COMMITMENT CAME FROM THE TAXING AGENCY OR AUTHORITY
THE FOLLOWING INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY
General Taxes for the year 2020 and prior years are EXEMPT.

ACCT # 20-8.0-33-000-000-003.001

NOTE: The following 24 month chain of title is shown for informational purposes only and not the purpose of insuring: Title to the estate or interest shown in Schedule A was acquired by Trustee's Deed dated 06/12/1991 and recorded 06/24/1991 as [Instrument No. 6303](#) in Book 756 at page 361 from Helen E. Taylor, Trustee under the Helen E. Taylor Revocable Trust No. 1 created by Helen E. Taylor under Agreement dated 12/4/1989, to the City of Parkville, a municipal corporation.

2. The premises in question are within the boundaries of Parkville Special Road District and are subject to assessments by reason thereof.
3. The premises in question are within the boundaries of The Southern Platte Fire Protection District, recorded in [Book 479 at page 268](#) and are subject to assessments by reason thereof.
4. The premises in question are within the boundaries of Platte County Regional Sewer District, recorded in [Book 869 at page 496](#), and are subject to assessments by reason thereof.
5. Easement granted to Kansas City Power and Light company, as more fully set forth in the document recorded in Book 106 at page 95.
6. Right of Way Easement granted to American Telephone & Telegraph, as more fully set forth in the document recorded as Instrument No. F3717 in [Book 716 at page 894](#).
7. Easement granted to Kansas City Power & Light Company, as more fully set forth in the document recorded as Instrument No. 8579 in [Book 813 at page 340](#).
8. Unrecorded lease dated 07/01/2003, by and between City of Parkville, Missouri, lessor, and Kirkpatrick Pettis, lessee, the existence of which is disclosed by instrument designated Memorandum of Lease, filed 07/15/2003, under Document No. 19531 in [Book 1009 at Page 423](#).

9. Unrecorded lease dated 07/01/2003, by and between KirkPatrick Pettis, lessor, and The City of Parkville, lessee, the existence of which is disclosed by instrument designated Memorandum of Lease Purchase Agreement, filed 07/15/2003, under [Document No. 19532](#) in Book 1009 at Page 424.
10. The following matters regarding the watercourse known as Rush Creek are hereby excepted: a. Any past or future change in the bed or banks of said watercourse which forms a boundary of the land. b. Any dispute arising over the location of the old bed or banks of said watercourse. c. Any variance between the boundary line of said watercourse as originally conveyed and the current boundary thereof as now located, used or occupied. d. Rights of upper and/or lower riparian owners in and to the free and unobstructed flow of water of said watercourse, and other riparian rights, whether or not shown by the public records, such as fishing, boating, swimming or other similar activity. e. Riparian water rights are not insured.
11. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
12. Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the subject property.
13. Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action.

Stewart Title Guaranty Company Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

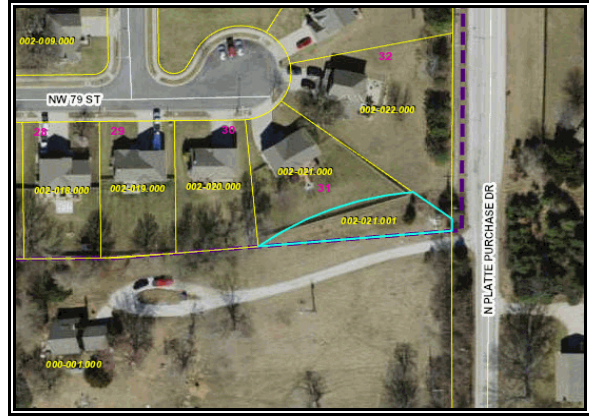
Houston, TX 77056

COMPARABLE SALE NO. 1

Land
Park/Open Space

Sunshine Development of Kansas City
7900 N Platte Purchase Dr
Kansas City, MO 64151

BlissWorld No. 142703



Transaction

Sale Price:	\$119	Sale Date:	8/23/2021
Analysis Price:	\$120		
Conditions of Sale:	Back tax auction		
Interest Conveyed:	Fee Simple		
Seller:	Sunshine Development of Kansas City, LLC via Sheriff		
Buyer:	Keith Williams		
Terms:	Cash in hand		

Sold for back taxes.

Analysis:

Price / SF Land:	\$0.02	Price / Acre Land:	\$910
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Land

SF:	5,728	Topography:	Rolling Land
Acres:	0.13	Highest&Best Use:	Green space/open/lot expansi
Zoning:	R-7.5		
Shape:	Triangular		
Frontage:	13.00		
Depth:	190.00		
Legal:	Barry Woods, All that part of the S part of Lot 31		
Subdivision:	Barry Woods	Lot:	31

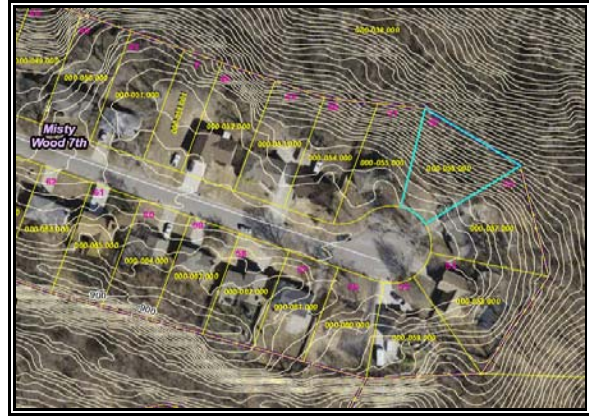
Minimal frontage, rough, minimal dimensional utility.

COMPARABLE SALE NO. 2

Land Residential (Single-Family)

Misty Woods lot
4703 NW Fisk Ave
Parkville, MO 64151

BlissWorld No. 142704



Transaction

Sale Price:	\$4,300	Sale Date:	8/23/2021
Analysis Price:	\$4,300		
Conditions of Sale:	Back tax auction		
Interest Conveyed:	Fee Simple		
Seller:	Woody Trust vis Sheriff		
Buyer:	Sam Good		
Terms:	cash in hand		

Sold for back taxes.

Analysis:

Price / SF Land:	\$0.41	Price / Acre Land:	\$17,878
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Land

SF:	10,964	Topography:	Very Steep Land
Acres:	0.25	Highest&Best Use:	Green space/open space
Zoning:	R-1		
Shape:	Pie (cul de sac)		
Frontage:	40.00		
Depth:	140.00		
Legal:	Misty Woods, 7th Plat, Block 1, Lot 52		
Subdivision:	Misty Woods	Lot: 51	Block: 1

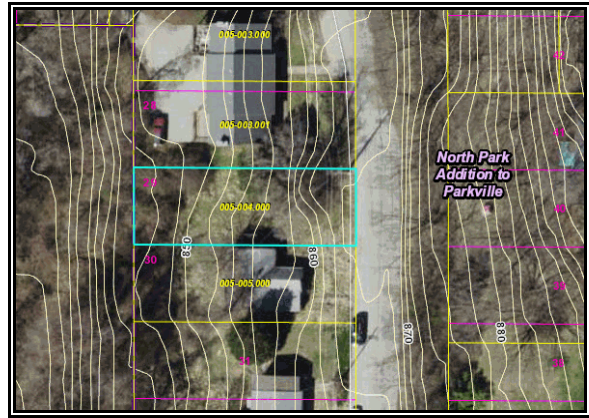
The site drops off below street grade with about 25 ft. of fall.

COMPARABLE SALE NO. 3

Land Park/Open Space

North Park Addition lot
1312 Walnut St
Parkville, MO 64152

BlissWorld No. 142705



Transaction

Sale Price: \$426
Conditions of Sale: Back tax auction
Interest Conveyed: Fee Simple
Seller: JJM Ventures via Sheriff
Buyer: Sam Good
Terms: cash in hand

Sale Date: 8/23/2021

Sold for back taxes.

Analysis:

Price / SF Land: \$0.09

Price / Acre Land: \$3,873

Land

SF:	4,791	Topography:	Steep Land
Acres:	0.11	Highest&Best Use:	Residential or green space exp
Zoning:	R-4		
Shape:	Rectangle		
Frontage:	40.00		
Depth:	120.00		
Legal:	North Park Addition, Lot 29		
Subdivision:	North Park Addition	Lot:	29

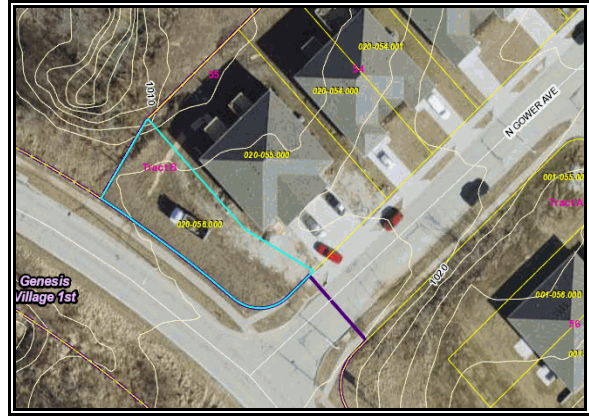
The zoning class is mixed-density residential—a medium density neighborhood setting.
The lot has a steep slope to the rear with about 24 ft. of fall.

COMPARABLE SALE NO. 4

Land Park/Open Space

Genesis Trails green space
9200 N Gower Ave
Kansas City, MO 64154

BlissWorld No. 142707



Transaction

Sale Price: \$262
Conditions of Sale: Back tax auction
Interest Conveyed: Fee Simple
Seller: Brookside Builders, LLC
Buyer: Bryan Ballard
Terms: Cash in hand

Sale Date: 8/23/2021

Sold for back taxes.

Analysis:

Price / SF Land: \$0.05

Price / Acre Land: \$2,246

Land

SF: 5,093
Acres: 0.12
Zoning: R-6
Shape: Rectangle
Frontage: 110.00
Depth: 40.00

Topography: Gently Sloping
Highest&Best Use: Green space/open space

COMPARABLE SALE NO. 5

Land Commercial

Francis, Matthew J & King, Todd
7100 NW Ensign Dr
Parkville, MO 64152

BlissWorld No. 142283



Transaction

Sale Price:	\$30,000	Sale Date:	8/28/2018
Conditions of Sale:	Bank REO	Deed No.:	Trustee WD 2018011528
Interest Conveyed:	Fee Simple	Book:	1301
Seller:	Grounded Properties, LLC (Bank of Blue Valley)	Page:	488
Buyer:	Frances, Matthew & King, Todd		
Terms:	Cash		

The buyer owns property across the street and purchased the site as a speculative investment.
The seller foreclosed on the trust deed in 2016.

Analysis:

Price / SF Land: \$0.40

Land

SF:	74,574	Topography:	Steep Land
Acres:	1.71		
Zoning:	B-P Business Park		
Shape:	Rectangular		
Frontage:	200.00		
Depth:	383.00		
Tax ID:	20-4.0-19-000-000-023.000		
Legal:	Vertical Ventures III, Lot 5, a subdivision in Parkville, Platte Co., Missouri.		
Subdivision:	Vertical Ventures III, 1st Plat	Lot:	5

The site has a steep slope below street grade and was fairly wooded when purchased in 2018. Since then, however, the site has been clearly and rough graded –still below grade.
Access is via Ensign Dr. which is a dead-end public street with curbs and gutters.



ROBERT E. MARX, MAI, SRA

Certifications

- MAI designation, 1992, (M-9207), the Appraisal Institute
- SRA designation, 1988, the Appraisal Institute
- IRM designation, 1978, the Institute of Residential Marketing, National Association of Home Builders
- Colorado State Certified General Real Estate Appraiser No. CG100048101
- Kansas State Certified General Real Property Appraiser No. G-383
- Kansas Licensed Real Estate Broker No. BR00052260
- Missouri State Certified General Real Estate Appraiser No. RA001238
- Missouri Licensed Real Estate Broker-Salesperson (inactive) 1999023167

Experience

- Over 45 years full-time real estate appraising with Bliss involving all types of properties
- Expert Valuation Witness
District Courts in Kansas Counties:
Geary, Johnson, Leavenworth, Riley, Sedgwick, Shawnee, and Wyandotte
Circuit Courts in Missouri Counties:
Buchanan, Cass, Clay, Jackson, and Platte
Federal Bankruptcy Courts:
Western Missouri and Kansas
Various local planning and zoning hearings
- Recent teaching and related experience
June 2016, Co-presenter, Conservation Panel, Burns & McDonnell, *Wildlife & Energy Interaction Symposium\Conservation Easements*
March 2013, Co-presenter, CLE Seminar, National Business Institute, *Eminent Domain from Start to Finish*
October 2009, Speaker, KC Regional Chapter of the International Association of Assessing Officers, *Valuation and Appraisal in a Dysfunctional Market*
October 2009, Co-presenter, CLE Seminar, KC Metropolitan Bar Association, *Handling Distressed Commercial Properties in 2009*
2000, Approved instructor for appraiser continuing education in Idaho, Illinois, Indiana, Kansas, Missouri, Pennsylvania and Virginia
2000, Co-author: manuscript *Police Power Regulation of Highway Access and Traffic Flow in the State of Kansas*

Associations

- Member: Appraisal Institute Review Panel
- Member: Kansas City Regional Association of Realtors®
- Member: Missouri Association of Realtors
- Member: National Association of Home Builders
- Member: Young Advisory Council of the Appraisal Institute
- Past President: KC Data Service, Inc. (1991)

Formal Education

- BA Chemistry
University of Kansas, 1973

Recent/Advanced Course Work

- Yellow Book Seminar
- Valuation of Conservation Easements, Appraisal Institute
- Litigation Professional Development Program, Appraisal Institute
- Regression Analysis and Special Topics in Statistics – SAS, UMKC\STAT 5590