



FINANCE COMMITTEE

Monday, December 13, 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

3. Action Items

- A. Approve the minutes for the November 8, 2021, meeting
- B. Approve a community partnership agreement with the Parkville Economic Development Council through December 31, 2022 (Administration)
- C. Approve a real estate purchase and sale agreement for City-owned property near NW River Road and Vikings Field (Community Development)
- D. Approve a construction agreement with Good Earth Water Gardens for the water feature associated with the Busch Drive improvements (Public Works)
- E. Approve Work Authorization No. 9B with George Butler Associates for additional traffic data collection associated with downtown and the riverfront parks (Public Works)
- F. Approve Work Authorization No. 12C with George Butler Associates for additional engineering support associated with the Route 9 improvements (Public Works)

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn



CITY ADMINISTRATOR
PURCHASING APPROVAL

December 6, 2021

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

BBN Architects
411 Nichols Road, Suite 246
Kansas City, MO 64112-2033

\$10,000

General Scope of Work Description/Project:

Farmers Market Structural Analysis (WA-12)

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with BBN Architects. BBN Architects have previously assisted with various projects in the downtown area, including an initial review of options related to the Farmers Market building.

In order to make decisions related to the future of the Farmers Market building, additional engineering is necessary. BBN Architects will subcontract with Leigh & O'Kane to review the structural aspects of the Farmers Market building, developing alternatives and cost estimates.

The initial cost of the structural engineering analysis will be \$8,500. There will be additional expense related to BBN Architects to provide architectural services, cost estimates and general project oversight, at an estimated cost of \$1,500.

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

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

The Parks Sales Tax budget includes funding available for engineering and planning fees. There is capacity in this line item to cover this expense.

Project Start Date:

12/6/21

Estimated Completion Date:

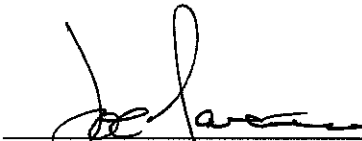
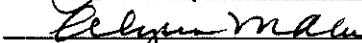
1/31/22

Budget Account Code:

41-550.08-03-00

Authorization:

☐ City Administrator:

Date:

12/8/21

☐ Department Head:

12/16/21

☐ Mayor (if applicable):

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)



WA # 12-21

Work Authorization 12

City of Parkville
Department of Public Works

Preparation date: 11/29/2021

To: BBN Architects, Inc.
411 Nichols Road, Ste. 246
KCMO 64112
816-753-2550General Scope of Work Description/Project: City of Parkville – Farmers Market
Primary Tasks: (List task and hours):

The following structural fee for the Parkville Farmer's Market canopy includes the field work of measuring the structure members and determining members that need to be replaced, along with engineering analysis for a lump sum \$8,500 fee.

This would include checking the existing structure as if the deteriorated member were new for its structural stability using the current building code for Parkville. The scope also includes the calculations and sketches as required to document the structural analysis along with a signed and sealed report summarizing our findings. As an attachment to the calculations and sketches, total lengths and member sizes for those members that need replacement will be included only as an estimate for a material pricing budget. If the structure doesn't meet current code, then there will be a re-evaluation.

In addition to the structural analysis performed by Leigh + O'Kane, BBN will provide coordination and produce an associated cost estimate of the improvements recommended by the structural analysis, on an hourly basis.

Estimated Total: \$8,500 (structural analysis) + hourly fee (pricing)

Project Start Date: 11/29/2021

Estimated Completion Date: 1/31/2022

Budget Account Code: 41-501.08-03-00

Scott Bingham

Digitally signed by Scott Bingham
DN: C=US,
E=abingham@bbnarchitects.com,
O=BBN Architects, CN=Scott
Bingham
Date: 2021.12.01 11:11:05-0800

Signature: _____

Schedule:

Authorization: _____

Signature: _____

☐ City Administrator:☐ Department Head:☐ Mayor:

Date:



CITY ADMINISTRATOR
PURCHASING APPROVAL

November 12, 2021

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

CS Carey
6225 Kansas Avenue
Kansas City, KS 66112

\$3,950

General Scope of Work Description/Project:

Route 9 Brush Clearing (WA-1):

There is an abundance of brush growing along Route 9 near the Train Depot. A portion of this area is maintained by MoDOT, while a portion is located within BNSF railroad right-of-way. The views into English Landing Park are impacted by the overgrowth of the brush that is not currently maintained. The City is interested in keeping this area maintained.

CS Carey provided a quote in the amount of \$3,950 for one-time brush clearing services.

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

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

Staff contacted three contractors to provide brush clearing services. Only one person responded with a quote. One contractor recommended CS Carey while the other did not have the proper equipment.

Project Start Date:

11/12/21

Estimated Completion Date:

12/31/21

Budget Account Code:

41-560.52-50-00

Authorization:

☐ City Administrator:

☐ Department Head:

☐ Mayor (if applicable):

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Date:

12/12/21

12/16/21



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

Work Authorization #1 for Repair and Maintenance

Date: November 12, 2021

Issued to: CS Carey
6225 Kansas Avenue
KCKS 66112
Bids@CScarey.com

Project/Work Description Mobilize and clear brush along the south side of 9 hwy. east of downtown Parkville
Title: Brush Clearing Hwy 9 Right of Way
Scope of Work/Purpose: See Attached Bid No. LC211101-1

Schedule and Price

Project Start Date: November 12, 2021
Estimated Completion Date: December 12, 2021
Latest Acceptable Date: December 12, 2021
Estimated Cost: \$3,950.00
Expenditure Limit: \$3,950.00
Budget Account Code: 41-560.52-50-00

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: TODD Fitzpatrick / CFO Signature: [Signature]
Company: CS Carey Date: 11/11/21

Authorization

Department Head: [Signature] Date: 12/6/21
City Administrator (if over \$2,500): [Signature] Date: 12/2/21
Mayor (if over \$10,000): _____ Date: _____



Bid Date: November 1, 2021

LC211101-1

9 Hwy ROW Clearing

Parkville, MO

Scope of Work: Mobilize and Clear brush along southside of 9 hwy East of downtown Parkville

Description	Qty	U/M	Subtotal
From end of Guardrail east 1300 feet	1	LS	\$ 3,750.00
West of End of Guardrail to Art Gallery entrance	1	HR	\$ 200.00

We propose to furnish material and labor complete, for the above sum. Areas with excess rock or that are contaminated with ungrindable material will not be ground. Bid does not include the following, unless stated in the bid: Bonding; Permitting; Grubbing; Root cutting or raking; Herbicide Application; Fence removal; Tree protection, treatment, or relocation; Utility lines removal or relocation; Removal or relocation of manmade obstacles; Water crossings; Erosion control; Notifications; and Traffic control or Flagging.

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 above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and beyond the estimate. All agreements contingent upon accidents, or delays beyond our control. Owner to carry necessary and statutory insurance. Bid expires 60 days from the above bid date.

Thank you, we look forward to the opportunity of working for you.

Drew Meylan-drew@cscarey.com-913-710-9012/Chris Carey-chris@cscarey.com-913-710-9001

NOTICE OF NON-BINDING INTENT TO USE CSCAREY FOR THE ABOVE WORK.

Signed	Date



CITY ADMINISTRATOR
PURCHASING APPROVAL

November 16, 2021

City of Parkville

Preparation date:

Department: Public Works

Low Bidder and
Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

\$7,824.83

General Scope of Work Description/Project:

Work Authorization #95 – Aeration Basin:

The wastewater treatment plant includes aeration basins equipped with mixers to incorporate air into the wastewater treatment processes. The air allows the microorganisms to thrive, assisting with the wastewater process. The mixer requires repairs to run the plant more efficiently.

There was an issue with one of the mixers associated with the aeration basin in October 2021. The chain broke and the mixer fell into the basin. FTC was contact to assist with retrieving the mixer, performing the necessary repairs, and reinstalling the mixer.

The 2021 Sewer Fund budget includes funding for building maintenance. Although this line item is over budget, there are budget savings in other areas of the Sewer Fund to cover this expense.

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

On February 22, 2021, the Board of Aldermen approved an on-call pump maintenance contract with FTC Equipment to maintain the pumps in the City's system.

Project Start Date:

10/20/21

Estimated Completion Date:

10/29/21

Budget Account Code:

30-501.06-01-00

Authorization:

☐ City Administrator:

☐ Department Head:

☐ Mayor (if applicable):

☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Date:

12/6/21

12/6/21



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

Work Authorization #95 -2021

Date: November 16, 2021
Issued to: FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Project/Work Description: WWTF – Aeration Basin
Title: Check, Inspect, and estimate repair of Sulzer Mixer

Scope of Work/Purpose: WWTF – Invoice #14875 Attached

Schedule and Price

- See attached order acknowledgement for price breakdown
- Total \$7,824.83**

Project Start Date: 10/20/2021
Estimated Completion Date: 10/29/2021
Latest Acceptable Date: 10/29/2021
Estimated Cost: \$7,824.83
Expenditure Limit: \$7,824.83
Budget Account Code: 30-501.06-01-00

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: Angie Schlitzer / Operations Mgr. Signature: Angie Schlitzer
Company: FTC Equipment, LLC Date: 11/19/21

Authorization

Department Head: Alysen Abel Date: 12/6/21
Alysen Abel, Public Works Director

City Administrator (if over \$2,500): Joe Parente Date: 12/6/21
Joe Parente, City Administrator

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

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Invoice

Phone: 816-833-7200
Fax: 816-833-1074

Date	Invoice #
10/29/2021	14875

Bill To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152

Ship To
City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

P.O. No.		Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
WA# 82-2021		Net 30	11/28/2021	MAS	Service	Factory	30315	WK002174
Quantity	U/M	Item	Description	Unit Price	Amount			
			Facility: WWTP Location: Aeration Basin Check, inspect, and estimate repair of Sulzer Mixer RW6522-A60/12 CR, SN: 30315, 8HP, 3PH, 460V, 17.5Amps, 571RPM, 580mm Prop					
1	EA	61702021	Repair Kit RW650 CR	703.43	703.43			
1	EA	12100044-10-002	Cable 10G1.5 KB-6/10.5M OZOFLEX	171.51	171.51			
1	EA	65010568	Rotor RW650 A50/12 1.4404	3,092.11	3,092.11			
1	EA	42130109	DI Probe	20.24	20.24			
1	EA	43045000	Seal - DI Probe	9.89	9.89			
1	EA	11080027	Circclip	3.15	3.15			
1	EA	31320139	Cable Gland 10G2.5 10.5m	145.35	145.35			
1	EA	43070425	Cable Seal	18.09	18.09			
1	EA	42010083	Washer	5.48	5.48			
6	HR	Labor-MO-CB	Labor-MO - Inspection	75.00	450.00			
3	HR	Labor-MO-SA	Labor-MO - Clean Parts	75.00	225.00			
9	HR	Labor-MO-KA	Labor-MO - Assembly	75.00	675.00			
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00			
1		Freight	Estimated Freight	192.19	192.19			
We appreciate the opportunity to be of service to you!								
				Subtotal				
				Sales Tax (8.85%)				
Please remit to: FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127				Total				

FTC Equipment, LLC

5238 Winner Road

Kansas City, MO 64127

Phone: 816-833-7200

Fax: 816-833-1074

Invoice

Date	Invoice #
10/29/2021	14875

Bill To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152

Ship To
City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

P.O. No.		Terms	Due Date	Rep	Ship Via	FOB	S/N	W/O Number
WA# 82-2021		Net 30	11/28/2021	MAS	Service	Factory	30315	WK002174
Quantity	U/M	Item	Description	Unit Price	Amount			
			10/20/21- Field Service call to install repaired mixer. Arrived at job site. Spoke with customer about game plan to fix guide rail and remove mixer. Removed mixer from truck. Set mixer up top so it could be wired. Customer needed big ladder to send some people down in pit. Sent Hayden to shop to retrieve ladder. Removed existing cable. Wired up new mixer cable. Lowered big ladder into basin. Lifted mixer out with crane. Lowered Sean into basin to inspect damage on guide rail. Damage was found to be enough that rail needed to be removed and brought to shop to weld. Removed rail with crane and loaded into truck and brought back to shop to weld cracks in rail and weld a plate onto coupler. Once finished we returned to job site and installed guide rail in place. Attached hoist cable to mixer and power cable keepers to lift cable. Lowered mixer into basin and over guide rail. Checked rotation and switched wires to get correct rotation. Finished lowering mixer to customers desired depth. Once finished jobsite was cleaned and returned to shop					
8	HR	Labor-MO-SA	Labor-MO	100.00	800.00			
0.75	HR	Labor-MO-SA	Labor-MO- Overtime Rate	150.00	112.50			
8	HR	Labor-MO-RR	Labor-MO	100.00	800.00			
0.75	HR	Labor-MO-RR	Labor-MO- Overtime Rate	150.00	112.50			
1		Truck	Service Truck Charge	150.00	150.00			
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00			
1	EA	Job Supplies	Job Supplies to include: Clamps and wire rope	13.39	13.39			
1	EA	Welding Supplies	Welding Supplies	25.00	25.00			
We appreciate the opportunity to be of service to you!				Subtotal	\$7,824.83			
A convenience fee of 4% will be added to all credit card orders. Accounts not paid within terms are subject to a 1.5% monthly finance charge.				Sales Tax (8.85%)	\$0.00			
Please remit to: FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127				Total	\$7,824.83			



Finance Committee Meeting
Monday, November 8, 2021 3:30 PM
Administration Conference Room, City Hall

Draft Minutes

1. Call to Order

Vice Chair Rittman called the meeting to order at 3:32 p.m. A quorum was present.

Members Present: Vice Chair Dave Rittman, Nan Johnston, Tina Welch and Robert Lock

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysén Abel, Finance/Human Resources Director Matthew Chapman, Community Development Director Stephen Lachky, Public Works Project Manager Chris Ashley, Assistant to the City Administrator Jeffery Rhodes and City Clerk Melissa McChesney

Chair Rittman requested that Item 3A be acted upon first in order to provide City Administrator Joe Parente time to join the meeting to present the financial update items.

3. Action Items

A. Approve the minutes for the October 11, 2021, meeting

Robert Lock moved to approve the minutes for the October 11, 2021, meeting. Tina Welch seconded; motion passed 4-0.

Chair Rittman returned to the regular order of business.

2. Financial Updates

A. City Administrator Approvals

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

B. 3rd Quarter Budget Variance Report

City Administrator Joe Parente provided an overview of the third quarter 2021 budget variance report.

3. Action Items

B. Approve the employee health insurance renewal for 2022 with Blue Cross/Blue Shield and the Employee Benefits Plan

Finance/Human Resources Director Matthew Chapman said that the City marketed health, dental and vision insurance annually. The proposed increase to renew health insurance with Blue Cross/Blue Shield started at 9.9 percent and, due to positive claims in 2021, the increase was reduced to 2.9 percent. Chapman added that there were no changes recommended for dental and vision insurance.

Dave Rittman moved 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. Lock seconded; motion passed 4-0.

C. Approve a construction agreement with Woodward LLC for masonry work for the Busch Drive improvements

Public Works Director Alysén Abel provided an overview of related agreements previously approved by the Board of Aldermen. Mid States Forms, hired to build the concrete wall, recommended that the City hire a stone mason to place stone around the perimeter of the wall. She said that the City received quotes from three vendors who had previous experience working with the City.

Rittman moved 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. Welch seconded; motion passed 4-0.

4. Non-Action Items

A. Quarterly Project Update

Public Works Director Alysén Abel provided an overview of the status of capital improvement projects.

B. Receive an update on City-owned property near NW River Road and Vikings Field

Community Development Director Stephen Lachky said that the Finance Committee discussed the property at its July meeting and directed staff to contact the adjacent property owners to find out if either one was interested. He noted that adjacent property owner Doug Bias was interested in purchasing the property and adjacent property owner David Barth was not interested because he did not have any future plans for use or development of the property. Lachky said that fair market value was determined by the City's on-call appraiser and staff was seeking guidance on the next steps.

Discussion focused on the cost of the appraisal and incorporating it into the sale price. The consensus of the Finance Committee was to move forward with negotiations with Doug Bias. Lachky noted that the sale of the City-owned property would require adoption of an ordinance by the Board of Aldermen.

5. Unfinished Business (postponed from prior meetings)

6. Other Business

Vice Chair Rittman asked about budgeting in 2022 to increase the City's retirement. City Administrator Joe Parente said that there was not money available for the increase due to the compensation increases for the Police Department. Finance/Human Resources Director Matthew Chapman said that the approximate cost was \$80,000 and the unfunded liability cost was estimated to be approximately three times more.

7. Adjourn

Lock moved to adjourn the meeting. Welch seconded; motion passed 4-0.

The meeting was adjourned at 4:23 p.m.

Submitted by:

Melissa McChesney
City Clerk

Approval Date

CITY OF PARKVILLE
Policy Report

Date: December 9, 2021

Prepared By:

Joe Parente, City Administrator

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a community partnership agreement with the Parkville Economic Development Council through December 31, 2022 (Administration)

BACKGROUND:

In 2011, the City made an initial three-year commitment for an annual \$20,000 investment towards the start-up of the Parkville Economic Development Council (PEDC). In 2015, staff worked with PEDC to develop an agreement that was approved on May 5, 2015. The purpose of the agreement was to carry out the goals of the Parkville Plan for Progress and Economic Development, of which the city is a community partner in supporting. As part of the agreement, the PEDC must provide quarterly updates to the Mayor and Board of Aldermen regarding progress in achieving the goals, as well as other goals established by the Parkville EDC Board of Directors. In 2016, the City's budgeted contribution to the EDC was increased to \$30,000. Due to the success and momentum of the organization, the Board of Aldermen budgeted \$40,000 to increase the City's investment level in 2018 and this has continued through 2021. The current agreement expires on December 31, 2021. The renewal agreement is for 2022 and will expire on December 31, 2022.

This year's agreement includes a change in the number of city representatives on the PEDC Board of Directors and Executive Committee. The city will have two representatives on the Board of Directors who will serve concurrently on the EDC Executive Committee. In addition, the city will have one non-voting ex-officio member of the Board of Directors and Executive Committee. Previously, the city had three members and one non-voting member on the Board of Directors, and four members on the Executive Committee.

BUDGET IMPACT:

Funds for the \$40,000 investment are included in the 2022 Budget in the Administration Division (501) of the General Fund (10) under Professional Services.

ALTERNATIVES:

1. Approve the 2022 investment renewal and economic development community partnership agreement in the amount of \$40,000.
2. Do not approve the renewal and provide further directions to City Administration.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Aldermen approve the 2022 Economic Development Community Partnership Agreement for \$40,000 with the Parkville Economic Development Council.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve the community partnership agreement with the Parkville Economic Development Council through December 31, 2022, with a contribution of \$40,000.

ATTACHMENTS:

1. Agreement

12/9/21

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

1. SCOPE OF ACTIVITIES

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

2. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2022, to December 31, 2022. On or before October 1, 2022, the EDC shall provide the City Administrator with a copy of the then current fiscal year budget, projected year-end expenses and revenues, and its request for renewal of this Agreement, if applicable. It is contemplated that the parties may enter into a similar agreement for the 2023 fiscal year.

3. STATUS REPORTS AND UPDATES

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

4. CITY FUNDING COMMITMENT

The City agrees to provide funding to the EDC to assist it in carrying out activities contemplated by this Agreement for Fiscal Year 2022 in the amount of Forty Thousand Dollars and No Cents (\$40,000.00) within 30 days of receipt of an invoice from the EDC. The City's funding commitment is contingent upon

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

5. AUDIT AND INSPECTION OF RECORDS

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

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

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

6. SUBCONTRACTS

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

7. REPRESENTATION ON BOARD

It is agreed that the EDC's Board of Directors is the governing body of the EDC and as such it oversees the operation of the EDC. The City is entitled to name two voting members of the Board of Directors. The City will possess one non-voting position on the Board of Directors who will serve in an ex-officio role. Both of the City's two representatives to the Board of Directors will concurrently serve on the EDC Executive Committee. The ex-officio member will also serve in the same role to the EDC Executive Committee. City membership on the Board of Directors and EDC Executive Committee shall not constitute a majority of the voting membership of either body.

8. NON-DISCRIMINATION PROVISIONS

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

9. COMPLIANCE WITH THE LAW

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

10. CONFLICT OF INTEREST/POLITICAL ACTIVITY

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

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

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

11. INDEPENDENT CONTRACTOR

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

12. CANCELLATION, TERMINATION OR SUSPENSION

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

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

13. NOTICE

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

Notice to the City shall be addressed to:

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

Notice to EDC shall be addressed to:

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

14. GOVERNING LAW

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

15. MEDIA ANNOUNCEMENTS

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

16. AUTHORIZED EMPLOYEES

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

17. INTEREST OF MEMBERS OF THE CITY

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

18. INTEREST OF EDC AND EMPLOYEES

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

19. SEVERABILITY

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

20. WAIVER

The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

21. THIRD PARTIES

The activities to be carried out by the EDC pursuant to this Agreement are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

22. ENTIRE AGREEMENT

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

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

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

PARKVILLE ECONOMIC DEVELOPMENT COUNCIL

By: _____
Chair

**CITY OF PARKVILLE
Policy Report**

Date: December 1, 2021

Prepared By:

Stephen Lachky, Community Development
Director

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve a real estate purchase and sale agreement for City-owned property near NW River Road and Vikings Field (Community Development)

BACKGROUND:

Earlier this year Doug Bias, 12310 NW River Road, reached out to City staff to inquire about a triangular piece of land adjacent to his property. 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.

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 provide 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 and 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 -- Doug D Jr & Leigh Ann Bias (12310 NW River Road) 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, 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, its 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 (see Attachment 3). 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.

At the November 8, 2021, meeting of the Finance Committee, the Committee stated the amount of \$1,200 for sale of the land is reasonable considering the size, location and function of the property; and directed staff to prepare a real estate agreement for the sale of the property.

BUDGET IMPACT:

The sale of the property will have a positive impact on the City's budget in the amount of \$1,200.

ALTERNATIVES:

1. Recommend approval of a Real Estate Purchase and Sale Agreement for City-owned property near NW River Road and Vikings Field.
2. Recommend approval of a Real Estate Purchase and Sale Agreement for City-owned property near NW River Road and Vikings Field, subject to conditions by the Finance Committee.
3. Do not recommend approval of a real estate purchase and sales agreement.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends the Finance Committee recommend approval of a Real Estate Purchase and Sale Agreement for City-owned property near NW River Road and Vikings Field.

POLICY:

Neither Revised Statutes of Missouri, 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. Per feedback at the November 8, 2021 meeting of the Finance Committee, members of the committee directed staff to prepare a real estate agreement for the sale of the property.

SUGGESTED MOTION:

I move to recommend the Board of Aldermen approve a real estate purchase and sale agreement for City-owned property near NW River Road and Vikings Field.

ATTACHMENTS:

1. Agreement
2. Subject Property Area Map
3. O&E Report
4. Appraisal Report
5. Quitclaim Deed

6. Affidavit of Non-Foreign Status

Real Estate Purchase and Sale Agreement

“As Is”

This Agreement is made as of the date last executed below, between the City of Parkville, Missouri (“Seller”) and Bias, Leigh Ann & Doug D Jr (“Buyer”). Seller hereby agrees to sell, and Buyer agrees to purchase, the real estate located near the intersection of NW Union Chapel Road and NW River Road, Parkville, Platte County, Missouri, designated as Platte County parcel no. 20-8.0-33-000-000-003.001 (the “premises”), as more legally described in Exhibit A, attached hereto and incorporated herein by reference.

Included in this sale as a part of the premises are all Seller’s improvements and fixtures belonging to and used in connection with the premises, if any.

1. PRICE, DEPOSIT AND CLOSING DATE: The premises are to be conveyed on or before _____, 2021, by a quitclaim deed from Seller to Buyer, conveying title to the premises for which the Buyer is to pay the sum of One Thousand Two Hundred Dollars (\$1,200.00) to be paid in cash upon the delivery of said deed.

2. “AS IS” SALE: Full possession of the premises, free of all tenants, is to be delivered to Buyer at the time of the delivery of the deed, the premises to be then in the same condition in which they now exist. The Buyer has inspected and carefully examined the premises and improvements. Buyer expressly acknowledges and agrees that the premises and improvements, if any, are being purchased "AS IS", "WHERE IS" and "WITH ALL FAULTS", latent and patent. Buyer expressly acknowledges that, except as expressly set forth in this Agreement, (i) Buyer is not authorized to rely, has not relied, and will not rely on any representation, statement or warranty of Seller, or of any representative of Seller, and (ii) Seller has not agreed to perform any work on or about the premises as a condition to Buyer's purchase of the premises hereunder. Except as otherwise expressly provided herein, Seller makes no representations, warranties or indemnities for any claim, condition or liability arising before or after this Agreement pursuant to, or arising under, any federal, state or local law, rule or ordinance, including those relating to protection of the environment such as CERCLA and RCRA. The provisions of this Section shall survive the closing and delivery of the deed or the termination of this Agreement.

3. TAXES AND ASSESSMENTS: Any taxes, special assessments, and like charges due upon the day of delivery of the deed shall be the responsibility of the Buyer.

4. CLOSING AND POSSESSION: The deed is to be delivered and the consideration paid at the office of the City Clerk, City Hall, 8880 Clark Avenue, Parkville, Missouri, on or before _____, 2021, at ___ o'clock __.M., unless some other place and time should be mutually agreed upon. At closing, Seller shall deliver a certificate to the Buyer that the Seller is not a “foreign person” as described in the Foreign Investment in Real Property Tax Act, 26 U.S.C. §1445. Possession of the premises shall be delivered by the Seller to the Buyer at closing.

5. CONVEYANCE: If Seller shall be unable to give title or to make conveyance as above stipulated, any payments made under this Agreement shall be refunded, and all other obligations of either party hereunto shall cease, but the acceptance of a deed and possession by Buyer shall be deemed to be a full performance and discharge hereof.

6. REAL ESTATE BROKER: Seller and Buyer each hereby represents and agrees that neither party has retained any real estate broker(s) in connection with this Agreement or the transaction contemplated hereunder. Any party to this Agreement through whom a claim to any broker’s, finder’s or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless (with regard to Seller, to the extent permitted by law) the other party to this Agreement from any other loss, liability, damage, cost or expense, including without limitation, reasonable attorney’s fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive closing or termination of this Agreement.

The parties acknowledge that they have read and agreed to the terms and conditions of this Agreement, and they understand this will become legally binding upon their signing below:

Seller:

CITY OF PARKVILLE, MISSOURI

By: Nanette K. Johnston, Mayor

Executed by Seller this ____ day of _____, 2021.

Buyer:

BIAS, LEIGH ANN & DOUG D JR

By: Doug D Jr Bias

Executed by Buyer this ____ day of _____, 2021.

Exhibit A

Legal description of the premises

All of the following described property located in the City of Parkville, Platte County, Missouri, more particularly described as follows:

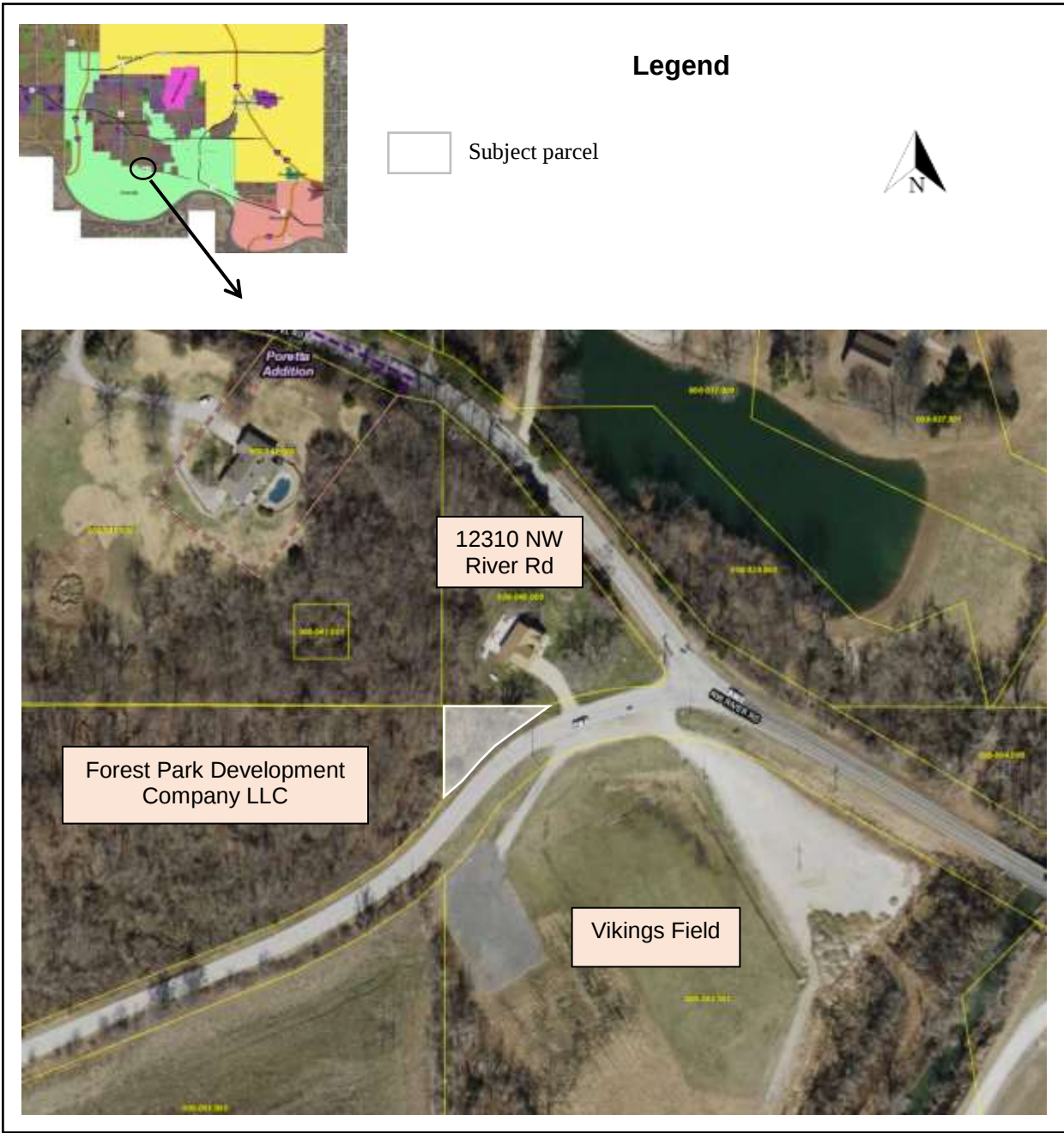
All that part of the Northeast Quarter of Section 33, Township 51, Range 34, described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Section 33; thence South along the West line of said Northeast Quarter, 2517 feet to the Platte River; thence North 55 degrees East, 650 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.

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.**

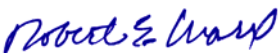
The real property interest valued is the fee simple estate subject to typical utility easements. The final fair market value estimate as of October 1, 2021 is

\$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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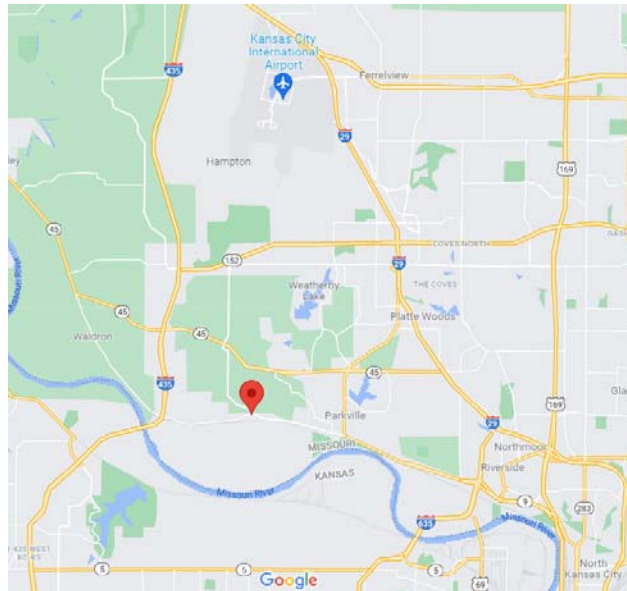
 Title Report

 Sale Write-ups

 Appraiser's Resume

APPRAISAL NEIGHBORHOOD

Location

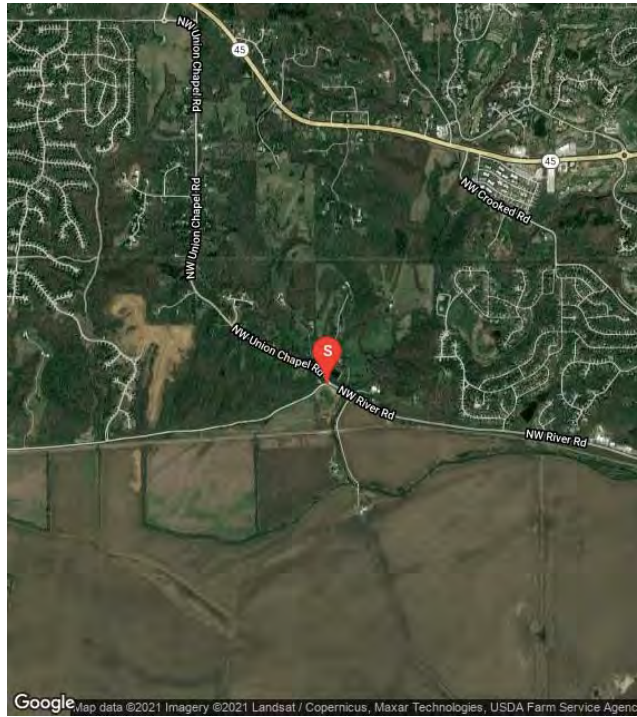


Land Uses

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.

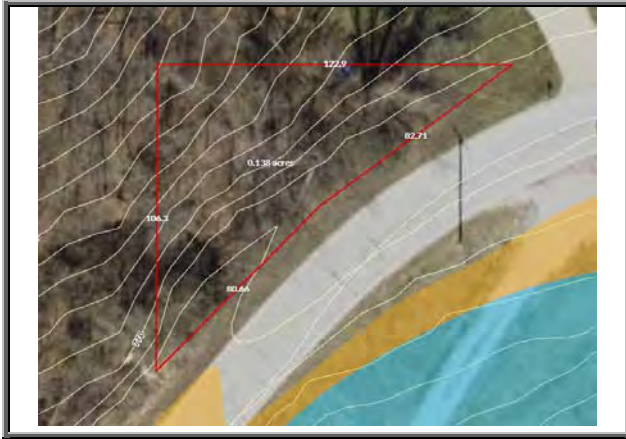
⁴ Code of Federal Regulations; Title 12, FIRREA § 323.2: Section 323.2(g) amended at 57 Fed. Reg. 9049, March 16, 1992; 59 Fed. Reg. 29501; revised as of January 1, 2000

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



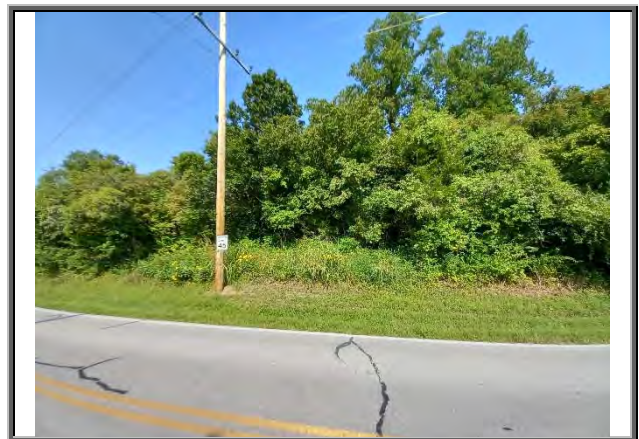
Street view to the west



Street view to the east



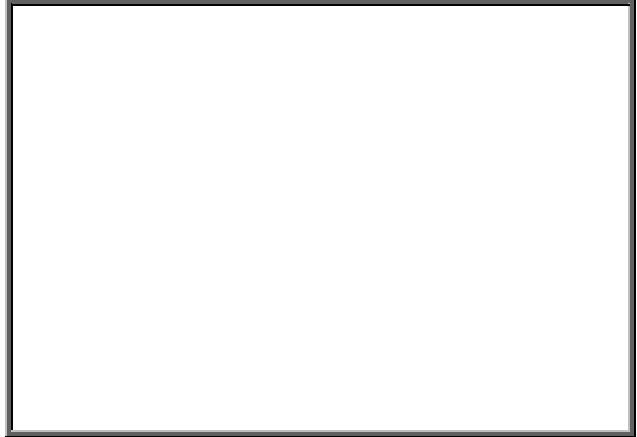
View to the east towards the closed Brush Creek Bridge



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

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	0.0%	Simple	0.0%	Simple	0.0%	Simple	0.0%	Reserved	50.0%
Financing	Conventional	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Conditions of Sale	Cash	Back tax auction	50.0%	Back tax auction	50.0%	Back tax auction	50.0%	Back tax auction	50.0%	Bank REO	25.0%
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%	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 sales 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:

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

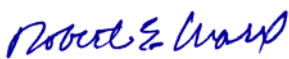
VALUE CONCLUSION - LAND:

\$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

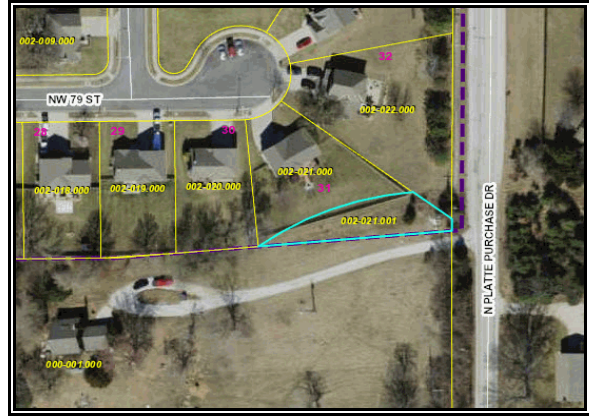
Houston, TX 77056

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

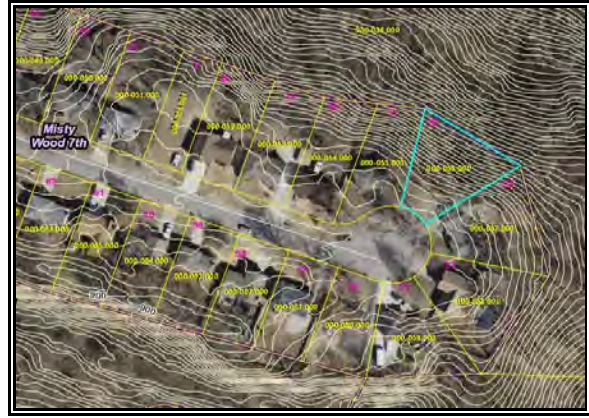
Minimal frontage, rough, minimal dimentional utility.

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

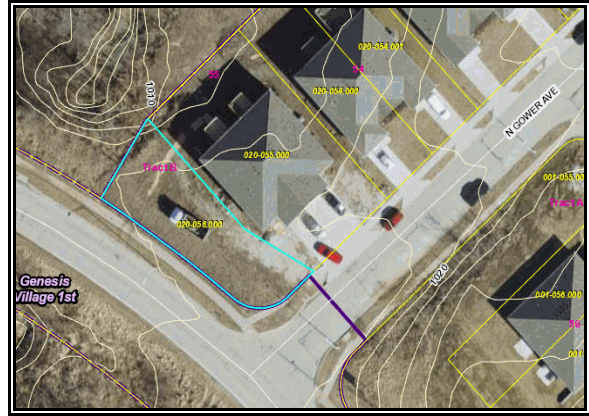
The site drops off below street grade with about 25 ft. of fall.

COMPARABLE SALE NO. 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 cleared 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

Recording Cover Sheet

Title of Document: Quitclaim Deed

Date of Document: _____, 2021

Grantor(s): City of Parkville, Missouri
8880 Clark Avenue
Parkville, Missouri 64152

**Grantee's Name
and Address:** Bias, Leigh Ann & Doug D Jr
12310 NW River Road
Parkville, Missouri 64152

Legal Description: See attached

After recording, please return to:

Joe Parente
City Administrator
City of Parkville
8880 Clark Avenue
Parkville, Missouri 64152

Quitclaim Deed

THIS INDENTURE, effective as of the ____ day of _____, 2021, by and between the City of Parkville, Missouri, a Missouri municipal corporation, party of the first part, and Bias, Leigh Ann & Doug D Jr, a property owner in and resident of the City of Parkville, 12310 NW River Road, Parkville, Missouri, 64152, party of the second part.

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

All of the following described property located in the City of Parkville, Platte County, 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.

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

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

Name: Nanette K. Johnston

Title: Mayor

PARTY OF THE FIRST PART

STATE OF MISSOURI)

)

COUNTY OF PLATTE) ss.

On this ____ day of _____, 2021, before me personally appeared Nanette K. Johnston, to me known, who being by me duly sworn, did say that she is the Mayor of the City of Parkville, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Aldermen, and acknowledged said instrument to be the free act and deed of said corporation.

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

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a buyer of a United States real property interest must withhold tax if the seller is a foreign person. To inform Bias, Leigh Ann & Doug D Jr (the "Buyer") that withholding of tax is not required upon the disposition of a United States real property interest owned by the City of Parkville, Missouri, a Missouri municipal corporation (the "Seller"), the undersigned hereby certifies the following on behalf of the Seller:

1. The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. The United States employer identification number of the Seller is _____.

3. The address of the Seller is 8880 Clark Avenue, Parkville, Missouri 64152.

It is understood that this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

CITY OF PARKVILLE, MISSOURI

By: _____

Name: Nanette K. Johnston

Title: Mayor

Date: _____, 2021 _____

**CITY OF PARKVILLE
Policy Report**

Date: December 9, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with Good Earth Water Gardens for the water feature associated with the Busch Drive improvements (Public Works)

BACKGROUND:

The 2021 Capital Improvements 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. A separate contract with Woodward LLC was approved for the masonry work to install decorative rock on the front of the wall.

On October 19, 2021, the Board of Aldermen approved a construction agreement with Embassy Landscape for the materials and labor associated with the landscape and hardscape features located within the island. The final feature of the project is the installation of a water feature with the landscape and hardscape. Embassy recommended contracting directly with the subcontractor. Good Earth Water Gardens provided a quote in the amount of \$19,259.

BUDGET IMPACT:

The 2021 Capital Improvement Program includes funding for the Busch Drive Improvements.

ALTERNATIVES:

1. Approve the agreement with Good Earth Water Gardens for the water feature on Busch Drive.
2. Provide direction to staff regarding the project.
3. Remove the water feature from the project.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends approval of the construction agreement with Good Earth Water Gardens for the installation of the water feature. The water feature will complete the vision of the overall project.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a construction agreement with Good Earth Water Gardens to install the water feature for the Busch Drive improvements in the amount of \$19,259.

ATTACHMENTS:

1. Agreement

SMALL CONSTRUCTION SERVICES AGREEMENT

ENGLISH LANDING PARK ROUND-A-BOUT WATER FEATURE

THIS SERVICE AGREEMENT, entered into on this 7th day of December, 2021 by and between the CITY OF PARKVILLE, MISSOURI ("City") and GOOD EARTH WATER GARDENS ("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: Alysén Abel, Public Works Director
 - 8880 Clark Ave.
 - Parkville, MO 64152
- C. Notices sent by the City shall be sent to:
 - Good Earth Water Gardens
 - 8116 NW Hampton Rd.
 - Kansas City, MO 64152
 - dan@goodearthwatergardens.com
 - 913-749-8090

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

GOOD EARTH WATER GARDENS

By: _____

Exhibit A

Scope of Work and Pricing

RECIPIENT:

City of Parkville

8701 McAfee Street
Parkville, Missouri 64152

Good Earth Water Gardens

8116 NW Hampton Rd. Kansas City, MO 64152
9137498090 | dan@goodearthwatergardens.com | www.GoodEarthWaterGardens.com



Quote #738

Sent on 11/04/2021

Total \$19,259.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Pondless Waterfall Installation				
• Have utilities marked by One Call. • Excavate area for approximately 350-gallon underground reservoir. • Use excess soil for berm and height for waterfall and stream. • It is assumed that the jobsite will already have a topsoil berm prepared in area. • Install all water feature components - Geotextile underlayment fabric - 45 mil EPDM rubber liner - Aquasurge 4000-8000 gallons per hour pump (3-year warranty) - Waterfall spillway - Plumbing line (3" flex PVC) and fittings - longen for good water quality - Underwater lighting (1) 3 W LED lights, (4) 1 W LED lights • Construct the waterfalls and stream using stone boulders and decorative gravel. • Use expanding waterfall foam to seal joints and crevices between stones. • Trim, tuck and disguise remaining areas of liner and plumbing. • Grade remaining area around water feature. • Clean up and return the job site to improved condition. • Good Earth Water Gardens will also be able to install a company branded plaque or an engraved stone in the area of the water feature.				
Total \$19,259.00				

ITEM 3.E.

For 12/13/2021

Board of Aldermen - Finance Committee Meeting

**CITY OF PARKVILLE
Policy Report**

Date: December 9, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve Work Authorization No. 9B with George Butler Associates for additional traffic data collection associated with downtown and the riverfront parks (Public Works)

BACKGROUND:

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with George Butler Associates (GBA). With the on-call contracts, staff can utilize the services for professional engineers and architects as project needs arise.

On May 21, 2021, the City Administrator engaged GBA to perform traffic engineering services for the areas in Platte Landing Park. That work was completed during the summer. Work Authorization No. 9 was approved in the amount of \$5,000 for the traffic counts and the traffic engineer's time to review and compile the data.

There was a desire to collect additional traffic counts outside of the park near downtown. Because active construction on the adjacent roadways and bridges had an impact on the regional traffic, it was determined that the best time to measure the traffic flow for the regional counts was in the fall, once school was back in session and following the completion of the construction projects. Work Authorization No. 9B includes the additional traffic data collected at 11 locations in downtown and the park. It was approved in the amount of \$9,306.

Although this work authorization is within the City Administrator's authority, the total cost of the project exceeds his \$10,000 authority. Staff is seeking approval from the Finance Committee and Board of Aldermen.

BUDGET IMPACT:

The Parks Sales Tax budget includes funding associated with the Platte Landing Park improvements.

ALTERNATIVES:

1. Approve the work authorization.
2. Provide feedback to staff regarding the work authorization.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization with GBA for the collection and compilation of the traffic data for downtown and the park.

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 Work Authorization No. 9B with George Butler Associates for additional traffic data collection associated with downtown and the riverfront parks in the amount of \$9,306.

ATTACHMENTS:

1. Work Authorization No. 9B
2. Work Authorization No. 9



WA # 9B-2021

Work Authorization

City of Parkville
Department of Public Works

Preparation date:

November 22, 2021

To:

George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745

General Scope of Work Description/Project:

Provide professional design services for the Initial Phase of the Downtown Traffic Study

GBA will provide initial traffic evaluation at various intersection south of the railroad tracks in May 2021 to assist with initial design of the ballfields.

Note: Additional traffic evaluations will be performed in fall 2021 associated with the areas outside of the park to determine secondary access and the impact of the ballfield construction on the City's street network.9B

Sub-consultant GHA Proposal No. 2021.D604 - Attached

\$9,306.00

Primary Tasks: (List task and hours):

Estimated Total: \$ 9,306.00

Project Start Date:

11/22/2021

Estimated Completion Date:

12/31/21

Budget Account Code:

41-501.08-03-00

Signature:

Schedule:

Authorization:

☐ City Administrator:☐ Department Head:☐ Mayor:

Date:

12/20/21

12/16/21

October 29, 2021

Mr. John Cooper, PE
Principal / Vice President
GBA

9801 Renner Boulevard, Suite 300
Lenexa, KS 66219

Re: **Proposal for Professional Services**
Traffic Data Collection
Parkville, MO
GHA Proposal No. 2021.D604

Dear Mr. Cooper:

Thank you for your consideration of Gewalt Hamilton Associates, Inc. (GHA) to provide Data Collection Services for the above-mentioned project.

This proposal is based on GHA's understanding of the project as per your recent request.

If our proposal is acceptable, please sign one copy and return it to our office. We are pleased to have the opportunity to make our services available to you and look forward to assisting you on this project.

Sincerely,
Gewalt Hamilton Associates, Inc.

William J. Klewin

William J. Klewin
Director of Data Collection
BKlewin@GHA-Engineers.com

Enc.: GHA Proposal No. 2021.D604

Proposal for Professional Services**Traffic Data Collection**

Parkville, MO

GHA Proposal No. 2021.D604

625 Forest Edge Drive ■ Vernon Hills, IL 60061

847.478.9700 ■ GHA-Engineers.com

GBA (Client), 9801 Renner Boulevard, Suite 300, Lenexa, KS 66219, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Client is requesting eleven (11) TMC traffic counts over multiple days in Parkville, MO.

II. Traffic Data Collection Services

GHA will provide the following services:

A. Turning Movement Count (TMC)

Location(s):

1. MO Hwy 9 & 1st Street
2. MO Hwy 9 & East Street
3. 1st Street & East Street
4. 1st Street & Main Street
5. Mill Street & Main Street
6. Mill Street & West Street
7. Mill Street & Crooked Road
8. Main & English Landing Drive
9. Main & McAfee
10. East & McAfee
11. East & English Landing Drive

Collection Details

- a. Thursday
- b. Bicycles and Pedestrians in Crosswalks are included.
- c. Bicycles on the Roadway are not included.
- d. 4-hours at each location
- e. 7-9AM; 4-6PM CDT
- f. Lights / Mediums / Articulated Trucks

Deliverable

- a. Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.

B. Turning Movement Count (TMC)

Location(s):

1. MO Hwy 9 & 1st Street
2. MO Hwy 9 & East Street
3. 1st Street & East Street

4. 1st Street & Main St
5. Mill Street & Main Street
6. Mill Street & West Street
7. Mill Street & Crooked Rd
8. Main & English Landing Drive
9. Main & McAfee
10. East & McAfee
11. East & English Landing Drive

Collection Details

- a. Saturday
- b. Bicycles and Pedestrians in Crosswalks are included.
- c. Bicycles on the Roadway are not included.
- d. 4-hours at each location
- e. 10 AM - 2 PM CDT
- f. Lights / Mediums / Articulated Trucks

Deliverable

- a. Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.

C. Turning Movement Count (TMC)

Location(s):

1. MO Hwy 9 & 1st Street
2. MO Hwy 9 & East Street
3. 1st Street & East Street
4. 1st Street & Main St
5. Mill Street & Main Street
6. Mill Street & West Street
7. Mill Street & Crooked Rd
8. Main & English Landing Drive
9. Main & McAfee
10. East & McAfee
11. East & English Landing Drive

Collection Details

- a. Sunday
- b. Bicycles and Pedestrians in Crosswalks are included.
- c. Bicycles on the Roadway are not included.
- d. 4-hours at each location
- e. 10 AM - 2 PM CDT
- f. Lights / Mediums / Articulated Trucks

Deliverable

- a. Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.

III. Project Schedule

GHA will schedule the work as soon as possible after written authorization to proceed.

IV. Services Not Included

Should additional services be required or expanded beyond those outlined in Section II: Traffic Data Collection Services of this Agreement, GHA will request written authorization prior to commencing the work and the Client will be billed on a time-and-materials (T&M) basis in accordance with the current GHA Professional Services Hourly Rate Guide.

V. Key Personnel

Mr. William J. Klewin, Director of Data Collection will serve as the Project Manager. Mr. Jarett M. Giesey will serve as the Data Collection Team Leader and Mr. Patrick M. Oster will serve as the Data Collection Processing Team Leader. The team will work with additional professional staff.

VI. Compensation for Services

Based upon the scope of services and understanding of the requested work, GHA proposes to complete the work as described above for a lump sum fee as outlined below:

Item Description	Locations	Unit	Qty	Unit	Total Qty	Unit	Unit Price	Unit	Fee
A.1 TMC: Total Video Count is ≥ 24 Hours	11.0	ea	4.0	hr	44.0	hr	\$67.00	hr	\$2,948.00
A.2 Crosswalks (pedestrians & bicycles)	11.0	ea	4.0	hr	44.0	hr	\$3.50	hr	\$154.00
Sub-total Professional Service Fees (A):									\$3,102.00
Item Description	Locations	Unit	Qty	Unit	Total Qty	Unit	Unit Price	Unit	Fee
B.1 TMC: Total Video Count is ≥ 24 Hours	11.0	ea	4.0	hr	44.0	hr	\$67.00	hr	\$2,948.00
B.2 Crosswalks (pedestrians & bicycles)	11.0	ea	4.0	hr	44.0	hr	\$3.50	hr	\$154.00
Sub-total Professional Service Fees (B):									\$3,102.00
Item Description	Locations	Unit	Qty	Unit	Total Qty	Unit	Unit Price	Unit	Fee
C.1 TMC: Total Video Count is ≥ 24 Hours	11.0	ea	4.0	hr	44.0	hr	\$67.00	hr	\$2,948.00
C.2 Crosswalks (pedestrians & bicycles)	11.0	ea	4.0	hr	44.0	hr	\$3.50	hr	\$154.00
Sub-total Professional Service Fees (C):									\$3,102.00
Total for Professional Service Fees:									\$9,306.00

The proposed lump sum fee includes all necessary personnel, equipment, deployment, and processing to complete the data collection as described. Reimbursable expenses, including items such as photos, postage, messenger services, printing, truck usage and/or mileage, etc., are included in the lump sum fee.

GHA assumes the study will be completed within one deployment. If additional deployments are requested, an adjustment to the fee may be necessary. GHA will provide the Client a written estimate of any additional fees prior to commencing with such work.

Recounts will be completed at no charge to the Client for equipment failures.

Cancellations shall be made within 24-hours of the scheduled deployment to avoid fees.

The Client shall be responsible for delayed or cancelled work that is out of GHA's control such as construction, road closures, accidents, vandalism, or theft of equipment.

The Client shall be responsible for obtaining all required permits and to notify the applicable regulatory agencies prior to the scheduled deployment.

An invoice will be submitted upon completion of the study and will detail charges made against the project and services provided.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

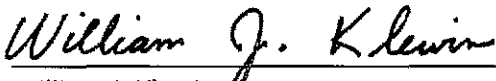
This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VIII. Authorization of Services

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

GBA



William J. Klewin
Director of Data Collection

John Cooper, PE
Principal / Vice President

Enc.: https://datalink.miovision.com/data_requests/26599
Attachment A
GHA Hourly Rates

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic

Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on

the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2021

The following rates will remain in effect until December 31, 2021, at which time they are subject to an annual increase:

PRINCIPAL	\$ 222.00
CIVIL ENGINEER VI	\$0190.00
CIVIL ENGINEER V	\$ 186.00
CIVIL ENGINEER IV	\$0184.00
CIVIL ENGINEER III	\$ 165.00
CIVIL ENGINEER II	\$0155.00
CIVIL ENGINEER I	\$ 135.00
LAND SURVEYOR IV	\$0158.00
LAND SURVEYOR III	\$ 136.00
LAND SURVEYOR II	\$0132.00
LAND SURVEYOR I	\$ 124.00
GIS PROFESSIONAL III	\$0165.00
GIS PROFESSIONAL II	\$ 144.00
GIS PROFESSIONAL I	\$0134.00
AICP II	\$ 128.00
ENVIRONMENTAL CONS. II	\$0140.00
ENVIRONMENTAL CONS. I	\$ 128.00
ENGINEERING TECHNICIAN V	\$0184.00
ENGINEERING TECHNICIAN IV	\$ 140.00
ENGINEERING TECHNICIAN III	\$0128.00
ENGINEERING TECHNICIAN II	\$ 112.00
ENGINEERING TECHNICIAN I	\$0084.00
ADMINISTRATIVE I	\$ 68.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.



WA # 9-2021

Work Authorization

City of Parkville
Department of Public Works

Preparation date: May 6, 2021

To: George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745

General Scope of Work Description/Project:

Provide professional design services for the Initial Phase of the Downtown Traffic Study

GBA will provide initial traffic evaluation at various intersection south of the railroad tracks in May 2021 to assist with initial design of the ballfields.

Note: Additional traffic evaluations will be performed in fall 2021 associated with the areas outside of the park to determine secondary access and the impact of the ballfield construction on the City's street network.

Sub-consultant GHA Proposal No. 2021.D243 - Attached \$3,024.00

Additional work performed by George Butler Associates \$1,976.00

\$5,000.00

Primary Tasks: (List task and hours):

Estimated Total: \$ 5,000.00

Project Start Date: 5/10/21

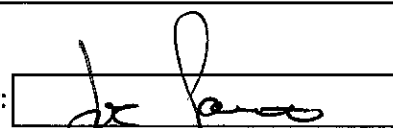
Estimated Completion Date: 6/15/21

Budget Account Code: 41-501.08-03-00

Signature: 

Schedule:

Authorization:

☐ City Administrator: 
☐ Department Head:
☐ Mayor: 

Date: 5/21/21
5/21/21

ITEM 3.F.

For 12/13/2021

Board of Aldermen - Finance Committee Meeting

**CITY OF PARKVILLE
Policy Report**

Date: December 9, 2021

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve Work Authorization No. 12C with George Butler Associates for additional engineering support associated with the Route 9 improvements (Public Works)

BACKGROUND:

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with George Butler Associates (GBA). With the on-call contracts, staff can utilize the services of professional engineers and architects as project needs arise.

GBA assisted with the design of the Route 9 improvements from Highway 45 to Lakeview Drive. Following completion of the design, there was a need to retain GBA's services to assist during the construction phase. Work Authorization No. 12, in the amount of \$5,000, was approved by the City Administrator. Work Authorization No. 12B, in the amount of \$20,000, was approved by the Board of Aldermen. Staff anticipates additional work is needed for the completion of the project in late spring 2022. This work authorization represents the additional engineering support for the Route 9 construction.

Although this work authorization is within the City Administrator's authority, the total cost of the project exceeds his \$10,000 authority. Staff is seeking approval from the Finance Committee and Board of Aldermen.

BUDGET IMPACT:

The project budget includes \$350,000 in funds for construction inspection, materials testing and change orders.

ALTERNATIVES:

1. Approve a work authorization with George Butler Associates for the engineering assistance associated with the Route 9 project.
2. Provide direction to staff related to the work authorization.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends approval of the work authorization with GBA for the engineering support for the Route 9 project.

POLICY:

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

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve Work Authorization No. 12C with George Butler Associates for engineering services during construction of the Route 9 improvements in the amount of \$10,000.

ATTACHMENTS:

1. Work Authorization No. 12C
2. Work Authorization No. 12
3. Work Authorization No. 12B



WA # 12 C-2021

Work Authorization 12C

City of Parkville
Department of Public Works

Preparation date: November, 19, 2021

To: George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745

General Scope of Work Description/Project:

Provide professional engineering services during construction of Rt. 9 Improvements

GBA to provide professional engineering services during construction of Rt. 9 Improvements

Total \$10,000.00

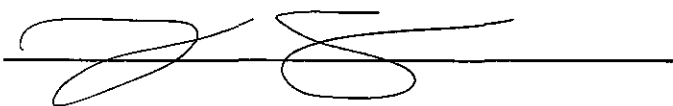
Primary Tasks: (List task and hours):

Estimated Total: \$ 10,000.00

Project Start Date: 7/1/21

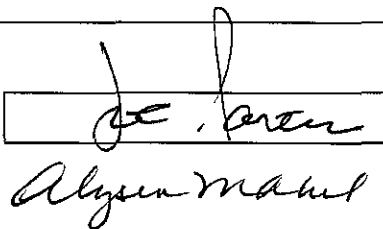
Estimated Completion Date: 12/31/21

Budget Account Code: 95-501.04-15-00

Signature: 

Schedule:

Authorization:

☐ City Administrator:☐ Department Head:☐ Mayor:
Alysia Mahul

Date:

12/6/21
12/20/21



WA # 12-2021

Work Authorization

City of Parkville
Department of Public Works

Preparation date: August 2, 2021

To: George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745

General Scope of Work Description/Project:

Provide professional engineering services during construction of Rt. 9 Improvements

GBA to provide professional engineering services during construction of Rt. 9 Improvements

Total \$5,000

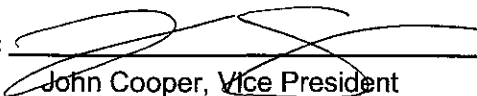
Primary Tasks: (List task and hours):

Estimated Total: \$ 5,000.00

Project Start Date: 7/1/21

Estimated Completion Date: 8/31/21

Budget Account Code: 95-501.04-15-00

Signature: 
John Cooper, Vice President

Schedule:

Authorization:

☐ City Administrator:☐ Department Head:☐ Mayor:

Date:

8/6/21
8/6/21



WA # 12 B-2021

Work Authorization

City of Parkville
Department of Public Works

Preparation date: August 17, 2021

To:

George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745

General Scope of Work Description/Project:

Provide professional engineering services during construction of Rt. 9 Improvements

GBA to provide professional engineering services during construction of Rt. 9 Improvements

Total \$20,000.00

Primary Tasks: (List task and hours):

Estimated Total: \$ 20,000.00

Project Start Date:

7/1/21

Estimated Completion Date:

8/31/21

Budget Account Code:

95-501.04-15-00

Signature:

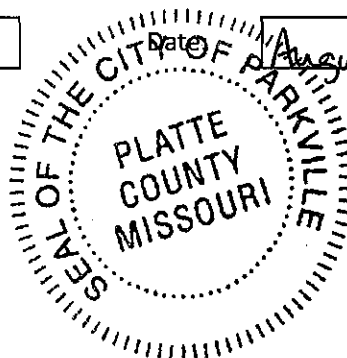
John Cooper, Vice President

Schedule:

Authorization:

☐ City Administrator:☐ Department Head:☐ Mayor:

Marta K. Johnson



Date: August 17, 2021