



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

Next numbers: Bill No. 3093 / Ord. No. 3042

In light of public health orders from the Missouri Governor and Platte County related to the COVID-19 pandemic, and given the nature of the items to be considered at this particular meeting, the members of the Board of Aldermen will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following telephone number and access code – (312) 626 6799, Meeting ID: 815 4239 0601, Password: 717123 – rather than appear at City Hall (note: occupancy will be limited).

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

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. CITIZEN INPUT

3. CONSENT AGENDA

- A. Approve the minutes for the June 16, 2020, regular meeting
- B. Receive and file the May sewer report
- C. Approve an amended professional services agreement with Coulson Law Office, P.C. (Andrew Coulson) to provide city prosecutor services
- D. Approve a construction agreement with Hallowell Paint Contracting to paint Zone 1 of the interior of City Hall
- E. Accept right-of-way and easements from St. Luke's Health System and Northland Sports and remit payments associated with the Route 9 improvements from Highway 45 to Lakeview Drive
- F. Approve accounts payable from June 11 to July 2, 2020

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

4. ACTION AGENDA

- A. Approve a construction agreement with Infrastructure Solutions for the McAfee Forcemain replacement project (Public Works)
- B. Approve the second reading of an ordinance to approve the final plat of The Woods At Creekside Second Plat - Case No. PZ20-18; Parkville Development 140, LLC, applicant (Community Development)

5. STAFF UPDATES ON ACTIVITIES

- A. Public Works
 - 1. Pocket Park Update
 - 2. Adams Park & Watkins Park Public Engagement
 - 3. Electronics Recycling - July 11, 2020

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

7. ADJOURN

General Agenda Notes:

The agenda closed at noon on July 1, 2020. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next Board meeting agenda. The deadline to submit your name for Citizen Input is noon on July 7, 2020.

OUR MISSION

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

**Alliance Water
Resources, Inc.**

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

(573)874-8080

OPERATIONS REPORT – PARKVILLE DIVISION

May 2020

Wastewater Treatment Plant Operations

- 3.18 inches of precipitation fell during the month.
- The plant performed well this month with 98.2% removal efficiency for B.O.D. and 94.1% for TSS.
- An average of 485,097 gallons of wastewater was treated each day.

Wastewater Laboratory Analysis

- Staff performed 458 recorded lab tests.
- The following samples were delivered to Keystone Labs for analysis: NH₃-N (4).
- The following samples were delivered to Keystone Labs for quarterly analysis: Oil & Grease (1), T. Phosphorus (1), T. Nitrogen (1), SM1 T. Phosphorus (1), and SM1 T. Nitrogen (1).
- Monthly and daily laboratory equipment maintenance and calibrations were performed according to manufacturer's guidelines.
- Staff performed QA/QC (Quality Assurance and Quality Control) on the laboratory analysis performed at the WWTF.

Wastewater Treatment Plant Maintenance

- Staff cleaned east and west clarifiers.
- LDO basins probes 1a, 1b, 2a, and 2b were cleaned.
- Routine preventative maintenance was performed in accordance with all manufacturers' recommendations and logged on the computer.
- Hi-G Enterprise finished cleaning out the creek on the south side of the WWTP property. They started working repairing the levee by Vikings Field.
- FTC brought back the repaired mixer for the Aeration Basin. After the mixer was installed FTC noticed that the amps were running high. The mixer was taken back to their shop for further troubleshooting.
- Staff painted the floor of the tuff shed with slip resistant paint.

Collection System Operations

- Robin 4000 odor control chemical continues to be fed from the Riss Lake site at approximately 25 gallons per day.
- Staff continues to monitor for H₂S at manhole B-16 on a weekly basis.
- Staff continues to monitor the pressure gauge on the force main at River Chase subdivision three times per week.

OPERATIONS REPORT – PARKVILLE DIVISION

Collection System Maintenance

- Staff performed three new sewer inspections in Cider Mill Ridge.
- FTC performed annual preventative maintenance on the pumps at Nationals Pump Station.

Bio-solids

- Staff did not apply sludge during the month.

Safety

- May 29, 2020 Safety Meeting: Electrical Safety Arc Flash.
- Staff repainted safety yellow strips on the outside stairs.

Recommendations

- Nothing at this time.

OPERATIONS REPORT – PARKVILLE DIVISION

Loading

Hydraulic	485,097 gallons per day
Organic	430 mg/L of BOD ₅ per day

NPDES Effluent Permit Parameters

Parameter	Monthly Average	Permit Limit
pH	7.0Min. and 7.4 Max	6.5 - 9.0
TSS	10.5 mg/L	30 mg/L
BOD ₅	4.0 mg/L	25 mg/L
NH ₃ -N	.10 mg/L	1.7 mg/L
E. coli Coliform	4.6 #/100 mL	206 #/100mL
O & G	4.0 mg/L	10.0 mg/L (quarterly)
T. Phosphorus	5.5 mg/L	Monitoring Only (quarterly)
T. Nitrogen	17.1 mg/L	Monitoring Only (quarterly)
SM1 T. Phosphorus	0.41 mg/L	Monitoring Only (quarterly)
SM1 T. Nitrogen	0.84 mg/L	Monitoring Only (quarterly)

Removal Efficiency

Parameter	Monthly Average	Permit Limit
Organic	98.2%	85 %
Solids	94.1 %	85 %

Biosolids

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



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

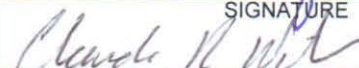
NAME OF FACILITY					LOCATION ADDRESS & CITY								COUNTY/REGION	
Parkville Extended Aeration WWTF					12303 NW FF Highway, Parkville, MO 64152								Platte/ KCRO	
MONTH/YEAR		PERMIT NUMBER			OUTFALL NUMBER		TYPE TREATMENT FACILITY							
May-20		MO-0113085			#001		Extended Air-Activated Sludge							
INFLUENT					EFFLUENT								% Removal	
DATE	pH UNITS	BOD mg/L	TSS mg/L	TEMP °C	FLOW GPD	pH UNITS	BOD mg/L	TSS mg/L	Ammonia as N mg/l	DO mg/L	E. coli COLFRM #/100 ML	TEMP °C	BOD mg/L	TSS mg/L
1	7.3			16.6	518,000	7.1						16.5		
2	7.2			16.9	504,000	7.1						16.8		
3	7.3			16.3	498,000	7.2						17.4		
4	7.4			15.7	482,000	7.1						16.9		
5	7.2			16	520,000	7.2			< .10		1.5	16.3		
6	7.3			13.3	490,000	7.2						15.8		
7	7.3	215.6	166	14.3	469,000	7.1	3.5	12		8.2		15.2	98.4	92.8
8	7.3			15.4	491,000	7.0						15.5		
9	7.5			16	551,000	7.2						14.9		
10	7.3			15.8	524,000	7.3						14.5		
11	7.3			15.6	469,000	7.2						14.6		
12	7.2			15.2	479,000	7.1			< .10			16.3		
13	7.2			15.4	475,000	7.1					9.7	16.2		
14	7.1	225.7	183	17.6	476,000	7.1	4.2	10		8.4		18	98.2	94.5
15	7.3			18.3	466,000	7.0						18.3		
16	7.2			18.4	464,000	7.1						18.5		
17	7.1			16.5	465,000	7.1						17.7		
18	7.2			17.2	470,000	7.2						17.5		
19	7.2			17.4	499,000	7.1			< .10			17.7		
20	7.2			17.4	451,000	7.1						18.2		
21	7.2	219.4	187	18	428,000	7.1	4.2	12		8.3	5	18.3	98.1	93.6
22	7.3			17.7	428,000	7.1						18.9		
23	7.3			18.1	458,000	7.1						18.6		
24	7.2			17.7	441,000	7.2						19.4		
25	7.2			17.7	418,000	7.4						19.4		
26	7.3			18	468,000	7.0			0.29			19.8		
27	7.3			17.8	506,000	7.2					6.3	19.3		
28	7.3	205.7	173	18.9	472,000	7.2	4.1	8		8.1		19.5	98.0	95.4
29	7.4			15.7	644,000	7.1						18.5		
30	7.4			18.2	541,000	7.2						18.6		
31	7.6			23.1	473,000	7.3						21.1		
Total	31	4	4	31	15,038,000	31	4	4	4	4	4	31		
Avg		217	177	17	485,097		4.0	10.5	0.1	8.2	4.6	17.6	98.2	94.1
Min	7.1	206	166	13	418,000	7.0	3.5	8.0	0.1	8.1	1.5	14.5	98.0	92.8
Max	7.6	226	187	23	644,000	7.4	4.2	12.0	0.3	8.4	9.7	21.1	98.4	95.4

QUARTERLY MONITORING					
DATE	Oil & Grease mg/L	Effluent T. Phosphorus µg/L	Effluent T. Nitrogen mg/L	SM1 T. Phosphorus mg/L	SM1 T. Nitrogen mg/L
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19	4	5.5	17.1	0.4	0.8
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
Total	1	1	1	1	1
Avg	4	5.5	17.1	0.41	0.84
Min					
Max					

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

DATE		#1 Aeration Basin					#2 Aeration Basin					Weather Conditions			Time
	SLUDGE DRY TONS	MIXED LIQUOR					MIXED LIQUOR					Temp ° F	Weather	*RAIN inches	
		pH	DO	MLSS	Settleability		pH	DO	MLSS	Settleability					
					30 min ml	Temp ° C				30 min ml	Temp ° C				
1		6.8	0.4	4,650	920	16.8	6.84	3.88	4,620	900	17	55	C	0	7:00
2		6.85	0.4	4,250	890	17.1	6.82	4.23	4,310	870	17.4	62	C	0	7:30
3		6.8	0.3	4,790	920	17.4	6.84	3.77	4,720	900	17	63	O	0.03	7:30
4		6.77	0.4	4,920	920	17.4	6.85	3.98	4,860	920	17.9	57	O	0	7:00
5		6.82	0.4	4,960	930	17.1	6.79	4.2	5,120	900	16.9	51	C	0.6	7:00
6		6.8	0.5	4,970	890	16.7	6.82	4.62	4,980	910	17	43	C	0	7:00
7		6.61	0.4	4,980	900	16.2	6.78	4.17	5,070	890	16.6	41	C	0	7:00
8		6.69	0.4	4,940	920	17	6.67	3.77	4,830	900	16.8	47	C	0.5	7:00
9		6.88	0.4	4,920	950	15.6	6.83	4.19	4,890	920	15.9	37	C	0	7:30
10		6.88	0.4	4,820	930	16.5	6.84	3.98	4,920	910	16.7	43	O	0	7:30
11		6.85	0.4	4,940	920	16.6	6.88	4.17	5,120	900	16.3	42	PC	0	7:00
12		6.68	0.4	4,970	900	17.4	6.74	3.76	4,890	880	17.1	45	O	0	7:00
13		6.87	0.4	5,180	890	17.3	6.81	3.97	5,060	900	17.4	50	O	0	7:00
14		6.78	0.4	5,160	880	18	6.76	4.11	5,110	850	18.2	64	O	0	7:00
15		6.73	0.4	5,410	900	18.3	6.7	4.19	5,460	890	18.4	64	O	0.15	7:00
16		6.76	0.4	5,880	900	18.4	6.8	3.98	5,320	880	18.2	63	O	0	7:30
17		6.82	0.4	5,090	880	18.3	6.85	4.61	5,110	890	18.5	57	O	0	7:30
18		6.79	0.5	5,160	910	18.4	6.82	4.42	5,230	920	19.5	55	PC	0	7:00
19		6.78	0.5	5,160	890	18.2	6.84	4.23	5,370	870	18.2	55	O	0	7:00
20		6.79	0.4	5,530	900	18.5	6.82	4.39	5,270	860	18.7	59	O	0	7:00
21		6.8	0.4	5,330	890	18.8	6.84	3.83	5,430	870	18.9	60	O	0	7:00
22		6.88	0.5	5,530	900	18	6.84	4.4	5,510	920	18.9	61	PC	0	7:00
23		6.81	0.4	5,220	910	18.7	6.88	4.11	5,560	940	18.8	59	C	0.25	7:30
24		6.9	0.5	5,520	910	19.3	6.87	4.22	5,480	940	19.4	70	C	0	7:30
25		7.06	0.5	5,690	950	19	7.1	4.33	5,730	960	19	69	O	0.1	7:00
26		6.88	0.4	5,410	930	19.6	6.8	4.17	5,120	900	19.8	66	R	0.65	7:00
27		6.86	0.5	5,380	890	19.5	6.84	4.19	5,440	910	19.3	69	O	0.15	7:00
28		6.84	0.5	5,270	920	19.4	6.86	4.88	5,370	920	19.6	69	R	0.35	7:00
29		6.89	0.5	5,250	910	19.2	6.9	4.31	5,200	920	19.1	55	C	0.4	7:00
30		6.9	0.4	5,050	870	19.4	6.88	4.33	4,960	850	19.2	59	C	0	7:30
31		6.85	0.3	5,300	920	20	6.83	4.1	5,220	890	19.6	61	C	0	7:30
Total	-											56.48		3.18	

COMMENTS:

TESTS PERFORMED BY (PRINT)	SIGNATURE	PHONE #	DATE
Michael Taylor		816-891-0003	06-15-20
REPORT APPROVED BY (PRINT)	SIGNATURE	PHONE #	DATE
Claude Wilson		816-891-0003	6-15-2020

ITEM 3.C.

For 7/7/2020

Board of Aldermen Meeting

CITY OF PARKVILLE Policy Report

Date: June 24, 2020

Prepared By:

Melissa McChesney, City Clerk

Reviewed By:

Joe Parente, City Administrator

ISSUE:

Approve an amended professional services agreement with Coulson Law Office, P.C. (Andrew Coulson) to provide city prosecutor services

BACKGROUND:

In 2015, the City issued a request for proposals to solicit interest for city prosecuting services and interviewed candidates. On June 2, 2015, the Board of Aldermen approved a professional services agreement with Witt, Hicklin & Snyder, P.C. (Andrew Coulson).

Beginning July 1, 2020, attorney Andrew Coulson will be employed as a licensed attorney at Coulson Law Office, P.C. The proposed amended agreement will reflect the change in employment and insurance coverage and Mr. Coulson will remain as the city prosecutor.

BUDGET IMPACT:

The City currently pays an annual fee of \$15,000 for the city prosecutor. Additional services will be billed at an hourly rate of \$160. The fees do not change with the revised agreement.

ALTERNATIVES:

1. Approve the revised agreement.
2. Approve the revised agreement, subject to changes proposed by the Board of Aldermen.
3. Do not approve the item.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

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

STAFF RECOMMENDATION:

Staff recommends approving the revised professional services agreement with Coulson Law Office, P.C. (Andrew Coulson) to provide city prosecutor services.

POLICY:

Parkville Municipal Code Section 125.010 states that the Mayor, by and with the consent of the Board of Aldermen, may appoint a city attorney and city prosecutor.

SUGGESTED MOTION:

I move to approve the revised professional services agreement with Coulson Law Office, P.C. (Andrew Coulson) to provide city prosecutor services.

ATTACHMENTS:

1. Agreement

AMENDED PROSECUTING ATTORNEY PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this _____ of June, 2020 by and between the CITY OF PARKVILLE, MISSOURI ("City") and Andrew T. Coulson. ("City Prosecutor").

WHEREAS, on or about June 15, 2015 the City, by and through a request for proposal interviewed candidates and entered into a professional services agreement appointing attorney Andrew Coulson as the City Attorney;

WHEREAS, Andrew Coulson was then employed and carried legal malpractice insurance through the law offices of Witt, Hicklin & Snider, P.C when the original services agreement was entered into; and

WHEREAS, beginning July 1, 2020 attorney Andrew Coulson will be employed as a licensed attorney at Coulson Law Office, P.C. who will provide continuing legal malpractice coverage; and

WHEREAS all parties to prior Professional Services Agreement dated June 15, 2015 desire to amend the current Professional Services Agreement to reflect this change in employment and insurance coverage.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- A. The term "Services" when used in this Agreement shall mean any and all city prosecutor services provided by the City Prosecutor in accordance with this Agreement.
- B. The City agrees to retain City Prosecutor and City Prosecutor agrees to perform and complete the following services:
 - i. Basic Services: City Prosecutor shall prosecute cases before the Parkville Municipal Court and any appeals therefrom. The City Prosecutor must be available for general court appearances two to three nights a month. Basic Services includes all preparation for court appearances including conferences with defendants, defense attorneys, the municipal judge, city staff (including police and code enforcement officers), and all legal research necessary for the prosecution of cases to be tried in municipal court. Court is usually held on the first and third Thursdays of the month, but the schedule is subject to change at the discretion of the judge. In addition, the prosecutor will provide advice and counsel to city officials regarding the prosecution of ordinance violations and code enforcement.
 - ii. Additional Services: Additional Services shall include appearances in the Circuit Court of Platte County and all appellate courts of the State of Missouri as required.
- C. City Prosecutor shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the City Prosecutor without the City's prior written consent shall be at the City Prosecutor's own risk, cost, and expense, and City Prosecutor shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- A. City Prosecutor shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- B. City Prosecutor represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- A. As consideration for providing the Services, the City shall pay City Prosecutor as follows:
 - a. Basic Services will be billed in the flat-fee amount of one thousand two hundred fifty dollars (\$1,250.00) per month.
 - b. Additional Services will be billed in the amount of one hundred sixty dollars (\$160.00) per hour in addition to the flat-fee amount in paragraph (a) above.
 - c. City Prosecutor is not eligible for reimbursement for miscellaneous expenses including travel, transportation, postage, etc. for the day-to-day costs associated with delivery of the Services.
 - d. Subject to annual appropriations, the City will pay costs for one attorney to annually attend the Missouri Municipal and Associate Circuit Judges Association annual conference for legal education. Allowable expenses for both advance payment and reimbursement will be determined and paid in accordance with Section 7 of the Parkville Personnel Manual regarding Employee Expense Reports and Advances, as may be amended from time to time.
- B. City Prosecutor shall submit an itemized invoice to the City on the first day of each month that details the Services that were provided in the month immediately prior, as well as any other charges or reimbursements to which the City Prosecutor is entitled by this Agreement. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify City Prosecutor of the nature of the dispute regarding the balance.
- C. City Prosecutor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- A. Unless otherwise directed by the City, City Prosecutor shall commence performance of the Services upon execution of this Agreement.
- B. City Prosecutor will be prepared for and make appearance on the City's behalf on all scheduled municipal court dates.
- C. Neither the City nor the City Prosecutor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.

V. LIABILITY AND INDEMNIFICATION

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

VI. INSURANCE

The City Prosecutor shall secure and maintain, at its expense, and through the duration of this Agreement, professional liability insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. City Prosecutor shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- A. Andrew T. Coulson will be assigned as the primary attorney to provide the Services. City Prosecutor's assignment of other 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 City Prosecutor.
- B. While upon City premises, the City Prosecutor's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

City Prosecutor agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of City Prosecutor therein (collectively the "Works") are intended to be owned by the City. Accordingly, City Prosecutor hereby assigns to the City all of its right title and interest in and to such Works. City agrees to provide an email address to City Prosecutor. All emails, including attachments, under or using this address shall be considered and will remain the property of the City of Parkville.

IX. RELATIONSHIP OF THE PARTIES

- A. City Prosecutor represents that it has, or will secure at City Prosecutor's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the Services required hereunder will be performed by the City Prosecutor or under City Prosecutor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

- C. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- B. Notices sent by City Prosecutor shall be sent to:
 - City of Parkville
 - Attn: City Administrator
 - 8880 Clark Ave.
 - Parkville, MO 64152
- A. Notices sent by the City shall be sent to:
 - Andrew T. Coulson
 - 6535 Claret
 - Parkville, MO 64152

XI. TERM AND TERMINATION

- A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- B. The term of this Agreement shall be until June 30, 2021. The Agreement shall automatically renew each July 1 for an additional one (1) year term unless notice is given by either party to the other party at least sixty (60) days in advance of the renewal date of intention to terminate or re-negotiate the terms of the Agreement.
- C. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the City Prosecutor. The City shall compensate City Prosecutor for the Services that have been completed to the City's satisfaction as of the date of termination. City Prosecutor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- B. Assignability. City Prosecutor 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 City Prosecutor 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. City Prosecutor 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. City Prosecutor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless

with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

- E. Equal Employment Opportunity. During the performance of this Agreement, City Prosecutor agrees as follows:
- i. City Prosecutor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. City Prosecutor 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. City Prosecutor will, in all solicitation or advertisements for employees placed by or on behalf of City Prosecutor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - iii. City Prosecutor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- F. Authorized Employees. City Prosecutor 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. City Prosecutor therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.
- G. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and City Prosecutor shall take appropriate steps to assure compliance.
- H. Interest of City Prosecutor and Employees. City Prosecutor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the Services associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. City Prosecutor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- I. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and City Prosecutor, and attached hereto.

- J. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- K. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- L. Third Parties. The Services to be performed by the City Prosecutor 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

Coulson Law Office, P.C.

By: _____



Andrew T. Coulson, Shareholder

Witt, Hicklin, & Snider, P.C.

By: _____



Jennifer Snider, Shareholder

**CITY OF PARKVILLE
Policy Report**

Date: June 29, 2020

Prepared By:

Anna Mitchell, Asst. to the City Administrator

Reviewed By:

Alysen Abel, Public Works Director

ISSUE:

Approve a construction agreement with Hallowell Paint Contracting to paint Zone 1 of the interior of City Hall

BACKGROUND:

Painting of the interior of City Hall was budgeted in 2020. Staff was directed during a Finance Committee meeting to start the project in order to take advantage of most of the staff working from home, making this the perfect time to paint without displacing staff from their offices.

Staff released a bid request to paint all of the interior of City Hall, splitting it into three zones and two alternatives. From the submitted bids, the project in its entirety came back much higher than anticipated with the top priority zone, Zone 1, coming in at \$35,192. Staff performed an analysis of the bid and determined the pricing was good, but its budget estimate for the project was not accurate. In reviewing the Building Reserve Study, from which the budget estimate was derived, it discovered inaccurate square footage of paint areas. Because of this, staff is proposing phasing the project over multiple budget years. In addition, for the current year budget, to lower costs, staff will move the furniture instead of the painting company which will lower the Zone 1 cost to \$27,892. Staff is recommending that we move forward with Zone 1 of the project with the Change Order No. 1 to remove moving the furniture from the contract. Zone 1 includes all of the second floor and the first floor lobby (budgeted amount for 2020 was \$25,000). The remaining zones will need to be re-bid in future years to complete the rest of the building.

Two bids were received and the lowest qualified bidder being Hallowell Paint Contracting.

BUDGET IMPACT:

The City Hall paint project was budgeted for \$25,000. The current project total is \$27,892, which is \$2,892 over budget.

ALTERNATIVES:

1. Approve a construction agreement and Change Order No. 1 with Hallowell Paint Contracting to paint the interior of City Hall.
2. Approve a construction agreement and Change Order No. 1 with Hallowell Paint Contracting, with changes set by the Finance Committee.
3. Do not recommend approval of the item.
4. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on June 30, 2020, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen approve a construction agreement and Change Order No. 1 with Hallowell Paint Contracting to paint Zone 1 of the interior of city hall.

STAFF RECOMMENDATION:

Staff recommends approval of a construction agreement and Change Order No. 1 with Hallowell Paint Contracting to paint the interior of City Hall - Zone 1.

POLICY:

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

SUGGESTED MOTION:

I move to approve a construction agreement and Change Order No. 1 with Hallowell Paint Contracting to paint Zone 1 of City Hall in the amount of \$27,892.

ATTACHMENTS:

1. Bid Tabulation
2. Agreement
3. Change Order 1

BID TABULATION

CITY HALL INTERIOR PAINTING

Bid Opening Tuesday, June 2, 2020
10:05 a.m., Public Works Conference Room

Bidder Name	BASE TOTAL	ALTERNATE TOTAL
Mill Valley Construction, Inc. Shawnee Mission, KS	\$103,500.00	\$7,000.00
* Hallowell Paint Contracting St. Joseph, MO	\$72,200.00	\$1,700.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO

**AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR
2020 CITY HALL INTERIOR PAINTING**

This agreement is made and entered into this **7th day of July, 2020**, by and between the City of Parkville, Missouri, (hereinafter the "City") and Hallowell Paint Contracting (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions (collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents,

Interior Painting of First Floor Lobby and the Second Floor of City Hall, including moving and replacing all furniture and office equipment, as required. Colors are to be selected after Notice to proceed and by the City. Project to be completed according to the following schedule:

<u>Item Number</u>	<u>Total item price</u>
Zone 1 (2 nd Floor & 1 st Floor Lobby)	\$35,192.00

All in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **THIRTY FIVE THOUSAND ONE HUNDRED NINETY TWO DOLLARS AND NO/100 (35,192.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work by this Contract by 90 days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of \$100.00 for each and every calendar day the work remains incomplete over the specified completion time.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit C	Scope of Project
Exhibit D	Specifications
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates (If Project Total Exceeds \$75,000)
Exhibit J-2	Prevailing Wage Rate Reporting Form (If Project Total Exceeds \$75,000)
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements (If Project Total Exceeds \$75,000)
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement

Exhibit N Conditional Partial Waiver of Lien and Release of Claims
Exhibit O Conditional Final Waiver of Lien and Release of Claims

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed this contract in the prescribed form and manner, the day and year first above written.

CITY OF PARKVILLE, MISSOURI

By: _____
Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

HALLOWELL PAINT CONTRACTING

By _____

(SEAL)

Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

Change Order 1

PROJECT (*Name and address*):

City Hall Interior Painting

CHANGE ORDER NUMBER: 1

DATE: June 25, 2020

TO CONTRACTOR (*Name and Address*):

Hallowell Paint Contracting

PROJECT NO.: _____

CONTRACT DATE: July 7, 2020

THE CONTRACTOR IS CHANGED AS FOLLOWS:

The original Contract Sum was	\$ 35,192.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 35,192.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ - 7,300.00
The new Contract Sum including this Change Order will be	\$ 27,892.00

The Contract Time will be increased by zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

This Change Order is to remove the scope and fees for the removal and replacement of the furniture and office equipment.

This Change Order represents a complete and final resolution of all matters concerning or arising out of the work described in the Change Order, including any impact, delay, disruption and/or acceleration of work unless specifically identified herein.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Hallowell Paint Contracting

CONTRACTOR (*Firm name*)

City of Parkville

OWNER (*Firm Name*)

5704 SE 169 Hwy, St. Joseph, MO 64507

ADDRESS

8880 Clark Ave., Parkville, MO 64152

ADDRESS

BY (*Signature*)

Ronald Hallowell

(*Typed name*)

BY (*Signature*)

Anna Mitchell, Asst. to the City
Administrator

(*Typed name*)

DATE

DATE

**CITY OF PARKVILLE
Policy Report**

Date: July 1, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Accept right-of-way and easements from St. Luke's Health System and Northland Sports and remit payments associated with the Route 9 improvements from Highway 45 to Lakeview Drive

BACKGROUND:

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

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

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

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

The paperwork for the (1) St Luke's Health System and (2) Northland Sports has been fully executed. The payment for the Temporary Construction Easement for (1) St Luke's Health System as a donation and (2) Northland Sports in the amount of \$5,900.

BUDGET IMPACT:

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

ALTERNATIVES:

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

FINANCE COMMITTEE RECOMMENDATION:

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

STAFF RECOMMENDATION:

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

POLICY:

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

SUGGESTED MOTION:

I move to accept right-of-way and easements from (1) St Luke's Health System and (2) Northland Sports and remit payment (1) as a donation and (2) in the amount of \$5,900 respectively associated with the Route 9 improvements from Highway 45 to Lakeview Drive.

ATTACHMENTS:

1. St. Luke's Donation Letter
2. Temporary Construction Easement (St. Luke's)
3. Northland Sports Payment Letter
4. Temporary Construction Easement (Northland Sports)



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

DONATION LETTER & WAIVER OF APPRAISAL

Re: Route 9 Improvements
County: Platte
Route: 9
Project: STP-3400(442)
Parcel: 14

February 18, 2020

Charles V. Robb, CFO
Saint Luke's Health System, Inc.
901 E. 104th Street
Kansas City, Missouri 64131

Dear Mr. Robb:

The City of Parkville is pleased to inform you of an improvement planned for your area. Engineering drawings which describe the proposed project are attached.

We do want to inform you of the right to receive compensation for the land and/or property rights in question, as determined by an appraisal of the rights to be acquired from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate the required land and/or property rights to accomplish the proposed construction. Should you choose to donate, we would appreciate your signing this letter, waiving your right to compensation and pro rata tax adjustment and returning it to us. To comply with regulations, we will also need your signature on a Temporary Construction Easement and General Warranty Deed document that have been provided to you.

An acquisition brochure has also been furnished to you. Its purpose is to explain the process which must be followed to acquire the right of way.

We look forward to the completion of this improvement project and appreciate your cooperation.

Respectfully,

City of Parkville, Missouri by: Alyson Mabel Public Works Director

ACCEPTED BY PROPERTY OWNER

Signature

Charles V. Robb, CFO

Date

Title of Document: Temporary Construction Easement

Date of Document: June 15, 2020

Grantor: Saint Luke's Health System, Inc.

Grantee: Parkville, Missouri

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

Legal description:

Temporary Construction Easement over part of Lot 11, PARKVILLE COMMONS, SEVENTH PLAT, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 11, said point also being on the North Right-of-Way line of Clark Avenue, as now established; thence South 88°42'45" East, along said North Right-of-Way line, a distance of 100.50 feet, to the POINT OF BEGINNING, thence North 01°17'15" East, departing said North Right-of-Way line, a distance of 10.00 feet; thence South 88°42'45" East, a distance of 15.00 feet; thence North 28°15'35" East, a distance of 46.00 feet, to a point on the Westerly Right-of-Way line of Route 9, as now established, said point also being a point on a non-tangent curve; thence Southeasterly, along said Westerly Right-of-Way line and along a curve to the left, whose initial tangent bearing is South 04°57'14" East, having a radius of 990.40 feet, and a central angle of 00°26'13", a distance of 7.55 feet, to a point of tangency; thence South 05°23'27" East, continuing along said Westerly Right-of-Way line, a distance of 28.07 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, departing said Westerly Right-of-Way line, along a curve to the right, whose initial tangent bearing is South 41°50'44" West, having a radius of 30.16 feet, and a central angle of 49°16'36", a distance of 25.94 feet; thence North 88°52'39" West, a distance of 12.92 feet; thence South 01°07'21" West, a distance of 5.02 feet, to a point on said North Right-of-Way line; thence North 88°42'45" West, along said North Right-of-Way line, a distance of 4.24 feet, to the POINT OF BEGINNING, containing 668.10 square feet or 0.02 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 15th day of June, 2020, by and between Saint Luke's Health System, Inc., having an address of 901 E. 104th Street, Kansas City, Missouri 64131, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

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

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

Temporary Construction Easement:

See attached Exhibits A and B

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

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

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

Upon request of Grantor, Grantee covenants and agrees that it will, at Grantee's sole cost and expense, prepare and deliver to Grantor or file of record, as Grantor may elect, a termination and release of this unrecorded Easement Agreement in such form as Grantor may require, within ten (10) days after the first to occur of the above events.

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

DocuSigned by:
By: Charles V Robb
3D6F8DB68647402...
Charles V. Robb, CFO

ACKNOWLEDGMENT BY CORPORATION

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 15 day of June, 2020, appeared Charles V. Robb, CFO, the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

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

Stacy L Cook
Notary Public

My Commission Expires: 12/3/21

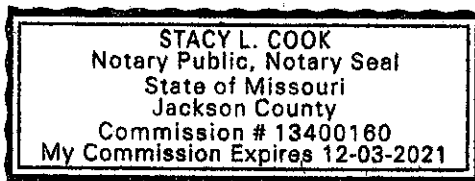


Exhibit A

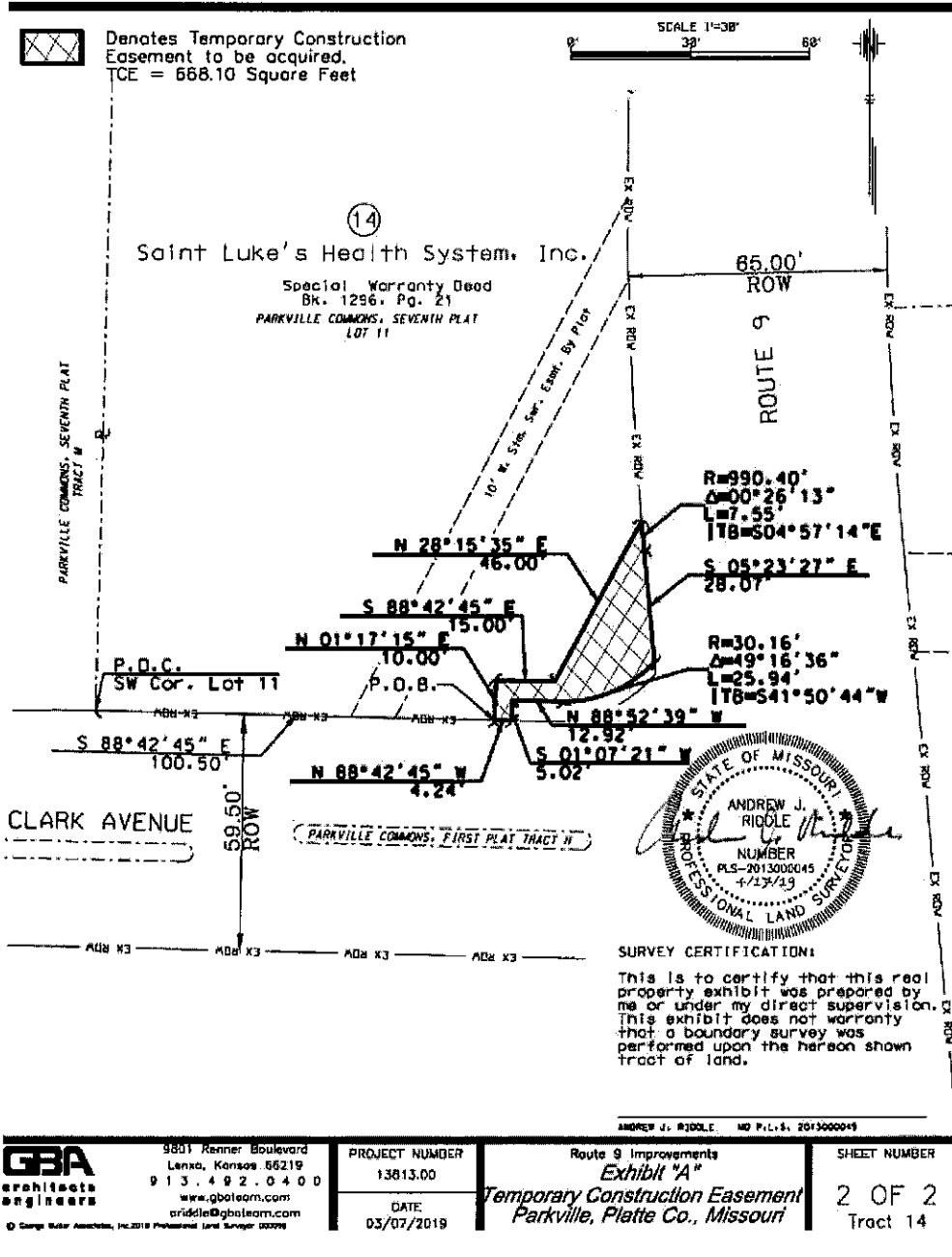
Legal Description of Temporary Construction Easement

Temporary Construction Easement over part of Lot 11, PARKVILLE COMMONS, SEVENTH PLAT, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 11, said point also being on the North Right-of-Way line of Clark Avenue, as now established; thence South $88^{\circ}42'45''$ East, along said North Right-of-Way line, a distance of 100.50 feet, to the POINT OF BEGINNING, thence North $01^{\circ}17'15''$ East, departing said North Right-of-Way line, a distance of 10.00 feet; thence South $88^{\circ}42'45''$ East, a distance of 15.00 feet; thence North $28^{\circ}15'35''$ East, a distance of 46.00 feet, to a point on the Westerly Right-of-Way line of Route 9, as now established, said point also being a point on a non-tangent curve; thence Southeasterly, along said Westerly Right-of-Way line and along a curve to the left, whose initial tangent bearing is South $04^{\circ}57'14''$ East, having a radius of 990.40 feet, and a central angle of $00^{\circ}26'13''$, a distance of 7.55 feet, to a point of tangency; thence South $05^{\circ}23'27''$ East, continuing along said Westerly Right-of-Way line, a distance of 28.07 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, departing said Westerly Right-of-Way line, along a curve to the right, whose initial tangent bearing is South $41^{\circ}50'44''$ West, having a radius of 30.16 feet, and a central angle of $49^{\circ}16'36''$, a distance of 25.94 feet; thence North $88^{\circ}52'39''$ West, a distance of 12.92 feet; thence South $01^{\circ}07'21''$ West, a distance of 5.02 feet, to a point on said North Right-of-Way line; thence North $88^{\circ}42'45''$ West, along said North Right-of-Way line, a distance of 4.24 feet, to the POINT OF BEGINNING, containing 668.10 square feet or 0.02 acres, more or less.

Exhibit B

Map of Temporary Construction Easement



Payment Letter

MO Route 9 Improvements

June 23, 2020

Tract No.: 27

Owner: Northland Sports, LLC

Property Address: 6014 N. MO-9 Highway
Parkville, Missouri 64152

Mailing Address 6014 N. MO-9 Highway
Parkville, Missouri 64152

Payment for:

2,403.93 sf Temporary Construction Easement	\$3,900.00
Cost to Relocate Sign, Wall	<u>\$2,000.00</u>
TOTAL (rounded)	\$5,900.00

Title of Document: Temporary Construction Easement

Date of Document: June 22nd, 2020

Grantor: Northland Sports, LLC

Grantee: Parkville, Missouri

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

Legal description:

Temporary Construction Easement over part of Lot 2, PARKVILLE ATHLETIC TRAINING COMPLEX, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 2, said point also being a point on the Westerly Right-of-Way line of Route 9, as now established; thence South 05°23'27" East, along said Westerly Right-of-Way line, a distance of 215.37 feet, to the Southeast corner of said Lot 2; thence South 84°36'33" West, departing said Westerly Right-of-Way line, along the South line of said Lot 2, a distance of 20.00 feet; thence North 05°23'27" West, departing said South line, a distance of 24.59 feet; thence North 84°36'33" East, a distance of 10.00 feet; thence North 05°23'27" West, a distance of 191.65 feet, to a point on the North line of said Lot 2; thence North 89°35'58" East, along said North line, a distance of 10.04 feet, to the POINT OF BEGINNING, containing 2,403.93 square feet or 0.06 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this 22nd day of June, 2020 by and between, Northland Sports, LLC, owner of the property herein described, hereinafter known as the Grantor and party of the first part, and Parkville, Missouri, a political subdivision of the state of Missouri, hereinafter known as the Grantee and party of the second part.

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

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

Temporary Construction Easement:

See attached Exhibits A and B

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

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

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

Exhibit A

Legal Description of Temporary Construction Easement

Temporary Construction Easement over part of Lot 2, PARKVILLE ATHLETIC TRAINING COMPLEX, a subdivision of land in the City of Parkville, Platte County, Missouri, being more particularly described as follows:

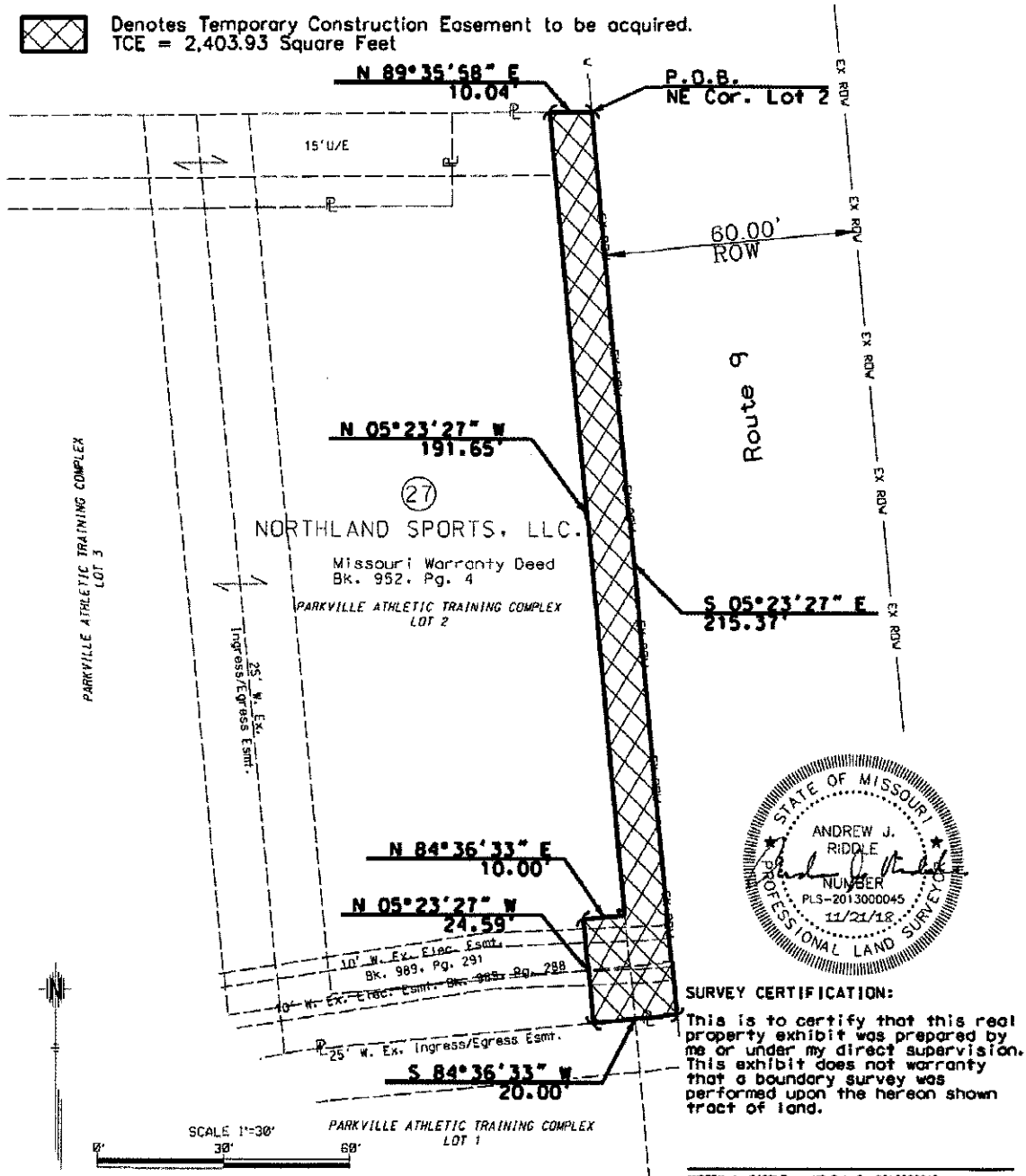
BEGINNING at the Northeast corner of said Lot 2, said point also being a point on the Westerly Right-of-Way line of Route 9, as now established; thence South 05°23'27" East, along said Westerly Right-of-Way line, a distance of 215.37 feet, to the Southeast corner of said Lot 2; thence South 84°36'33" West, departing said Westerly Right-of-Way line, along the South line of said Lot 2, a distance of 20.00 feet; thence North 05°23'27" West, departing said South line, a distance of 24.59 feet; thence North 84°36'33" East, a distance of 10.00 feet; thence North 05°23'27" West, a distance of 191.65 feet, to a point on the North line of said Lot 2; thence North 89°35'58" East, along said North line, a distance of 10.04 feet, to the POINT OF BEGINNING, containing 2,403.93 square feet or 0.06 acres, more or less.

Exhibit B

Map of Temporary Construction Easement



Denotes Temporary Construction Easement to be acquired.
TCE = 2,403.93 Square Feet



GBA
architects
engineers

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

© George Butler Associates, Inc. 2016 Professional Land Surveyor 000090

PROJECT NUMBER
13813.00

DATE
11/16/2018

Route 9 Improvements
Exhibit "A"
Temporary Construction Easement
Parkville, Platte Co., Missouri

SHEET NUMBER
2 OF 2
Tract 27

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

By: _____

David Barth

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF MISSOURI)
)SS
COUNTY OF PLATTE)

On this 22nd day of June, 2020, appeared David Barth, managing member of Northland Sports, LLC, personally known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

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

Deborah A. Harris
Notary Public

My Commission Expires: 10/20/2021

DEBORAH A. HARRIS
Notary Public - Notary Seal
State of Missouri - Clay County
Commission # 13690560
My Commission Expires 10/20/2021

ITEM 3.F.

For 7/7/2020

Board of Aldermen Meeting

**CITY OF PARKVILLE
Policy Report**

Date: June 11, 2020

Prepared By:

Anna Mitchell, Asst. to the City Administrator

Reviewed By:

Matthew Chapman, Finance/Human
Resources Director

ISSUE:

Approve accounts payable from June 11 to July 2, 2020

BACKGROUND:

Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from June 11, 2020 through July 2, 2020. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of City funds.

BUDGET IMPACT:

Accounts Payable: \$173,673.79

Insurance: \$64,999.46

Processing Fees:

Payroll: \$62,303.74

TOTAL: \$300,976.99

ALTERNATIVES:

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

FINANCE COMMITTEE RECOMMENDATION:

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

STAFF RECOMMENDATION:

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

POLICY:

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

SUGGESTED MOTION:

I move to appropriate \$300,976.99 of City funds to pay salaries and accounts.

ATTACHMENTS:

1. AP Report

PACKET: 07015 Regular Payments - July 7

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00002	A & M Printing I-43067	Sewer inspection forms	R	7/07/2020		98.17CR	041434	98.17
02676	Armstrong Teasdale LLP I-2508852-OAF I-2553491	Special and Bond Counsel Legal Services-Creekside	R	7/07/2020		7,000.00CR 1,417.50CR	041435 041435	 8,417.50
02861	AT&T Properties, LLC I-Tract 30	Rt 9 Easement	R	7/07/2020		3,400.00CR	041436	3,400.00
02569	Axon Enterprise, Inc. I-SI-1661235	Training TASER cart and bat PD	R	7/07/2020		897.80CR	041437	897.80
02227	BagSpot Pet Waste Solutions I-5176	Dog waste bags	R	7/07/2020		323.70CR	041438	323.70
00020	Ball Power & Equipment I-72155	Bushing for Riding Mower	R	7/07/2020		29.20CR	041439	29.20
02835	Barb Fields I-6/21/2020	Shelter Reimbursement	R	7/07/2020		35.00CR	041440	35.00
02531	City Wide Maintenance I-32001005162	July Janitorial	R	7/07/2020		450.00CR	041441	450.00
02862	DATMAB Properties, LLC I-Tract 29	RT 9 Easement	R	7/07/2020		4,500.00CR	041442	4,500.00
00156	Dave's Foreign Car Repair LLC I-0141784 I-0141863 I-0141870 I-0141933	Oil Change V601 Tires V601 PD Tire V608 PD Oil Change V602 PD	R	7/07/2020		95.00CR 50.00CR 25.00CR 45.00CR	041443 041443 041443 041443	 215.00
02151	DG Electric, LLC I-1787	Electrical work	R	7/07/2020		1,097.50CR	041444	1,097.50
00039	Downing Construction I-21532	Grigsby warning track	R	7/07/2020		240.00CR	041445	240.00
02211	Eaton Corporation I-54031454	Pedestals	R	7/07/2020		20,611.80CR	041446	20,611.80

PACKET: 07015 Regular Payments - July 7

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02322	First Responder Bike Training and Consulting							
	I-06-12-2020	Bike in-service training PD	R	7/07/2020		600.00CR	041447	600.00
01850	Fleet Services - General Account							
	I-65754361	Fleet Fuel	R	7/07/2020		52.26CR	041448	52.26
00519	Friends of Parkville Animal Shelter							
	I-70-7	July Payment	R	7/07/2020		500.00CR	041449	500.00
01016	ETC Equipment							
	I-13824	RAS Pump #2	R	7/07/2020		5,806.42CR	041450	5,806.42
01552	Game Time Athletics							
	I-16125	Screens for dugouts	R	7/07/2020		1,720.00CR	041451	1,720.00
00496	Gunter Pest Management, Inc.							
	I-48040	Pest Management	R	7/07/2020		55.00CR	041452	55.00
00055	H&H Septic Service, Inc.							
	I-46885	Repair Valves at WWTF	R	7/07/2020		550.00CR	041453	550.00
00088	Heritage Landscape							
	I-38018	Irrigation repair	R	7/07/2020		55.00CR	041454	55.00
02448	Hi-G Excavating LLC							
	I-Invoice #1	Vikings Field Repairs	R	7/07/2020		1,350.00CR	041455	1,350.00
00501	Hinckley Springs							
	I-201613054042	Drinking Water for Maint Shop	R	7/07/2020		23.96CR	041456	23.96
01394	Homestead Landscaping LLC							
	I-233907	Playground mulch	R	7/07/2020		160.00CR	041457	160.00
02021	KAT Wholesale Outdoor							
	I-SI-190493	Mulch - trees	R	7/07/2020		120.00CR	041458	120.00
01896	KC Wireless Inc							
	I-55925	Shotgun rack and DMV800 PD	R	7/07/2020		160.00CR	041459	
	I-55937	DMV800 V600 PD	R	7/07/2020		60.00CR	041459	
	I-55938	DMV800 V605 PD	R	7/07/2020		60.00CR	041459	
	I-55948	DMV800 V601	R	7/07/2020		60.00CR	041459	
	I-55949	DMV800 V604 PD	R	7/07/2020		60.00CR	041459	
	I-55950	DMV800 V603 PD	R	7/07/2020		60.00CR	041459	460.00

PACKET: 07015 Regular Payments - July 7

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00084	McConnell & Associates Co							
	I-2006-021936	Asphalt patching	R	7/07/2020		107.96CR	041460	107.96
02632	MEI Total Elevator Solutions							
	I-858880	Quarterly Elevator Maint	R	7/07/2020		130.08CR	041461	130.08
02228	Metro Rolloff Container Services LLC							
	I-13611	Metro Rolloff Container Servic	R	7/07/2020		300.00CR	041462	
	I-13612	Metro Rolloff Container Servic	R	7/07/2020		300.00CR	041462	
	I-13613	Metro Rolloff Container Servic	R	7/07/2020		300.00CR	041462	900.00
00159	Missouri American Water							
	I-July 8 2020	Missouri American Water	R	7/07/2020		785.33CR	041463	785.33
02789	Missouri American Water							
	I-July 2, 7 2020	Missouri American Water	R	7/07/2020		42.20CR	041464	42.20
02796	Motorola Solutions							
	I-16107211	DVRS PD Radio tower	R	7/07/2020		18,048.59CR	041465	18,048.59
00092	New Directions							
	I-INV-6079	HSA FSA Fees 3Q 2020	R	7/07/2020		357.21CR	041466	357.21
02863	Northland Sports, LLC							
	I-Tract 27	Rt 9 Easement	R	7/07/2020		5,900.00CR	041467	5,900.00
02135	Occupational Health Centers of the Southwest, PC							
	I-1012437779	Pre Emp Drug Screen CM	R	7/07/2020		63.00CR	041468	63.00
02440	Overland Park Awards							
	I-30923	Name Badges-CS, KB	R	7/07/2020		29.50CR	041469	29.50
00218	Platte County Sheriff's D							
	I-MB-PCDC-2020-6	Platte County Sheriff's D	R	7/07/2020		3.16CR	041470	
	I-MB-PCDC-2020-7	Jail Meds	R	7/07/2020		2.78CR	041470	
	I-PKV 6/8/2020	2020 Dispatching Fee	R	7/07/2020		2,251.20CR	041470	2,257.14
00107	Platte Rental & Supply							
	I-67783-1	BP Sprayer Parts	R	7/07/2020		3.32CR	041471	
	I-67930-1	New BP Sprayer	R	7/07/2020		116.99CR	041471	
	I-w5667-1	Trimmer Repair	R	7/07/2020		54.95CR	041471	
	I-w5669-1	Diagnostic fee for BP Sprayer	R	7/07/2020		25.00CR	041471	200.26

PACKET: 07015 Regular Payments - July 7

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02591	ProServ I-214341	Small Admin Print May-Jun	R	7/07/2020		8.21CR	041472	8.21
00114	Rampart Security, Inc. I-52521 I-52732	Maint Shop Security System CH Security	R	7/07/2020		127.50CR 99.00CR	041473 041473	 226.50
01982	Rejis Commission I-440424 I-440722	VPN Bill June connection fee PD	R	7/07/2020		130.38CR 595.00CR	041474 041474	 725.38
02654	Scottish Window Tinting I-F191083-2	Phase 4 - 2	R	7/07/2020		2,896.76CR	041475	2,896.76
02849	Sheryl Durand I-0002	Contract Services SewerBilling	R	7/07/2020		612.50CR	041476	612.50
02635	Shockey Consulting Services I-69001.05 I-69002.01 I-69003.01	Communication Services Communication Services Communication Services	R	7/07/2020		2,360.00CR 13,500.00CR 5,880.00CR	041477 041477 041477	 21,740.00
00389	Superior Bowen Asphalt Co I-24092 I-30225093 I-30225122	Asphalt Mix Asphalt for patching Asphalt for patching	R	7/07/2020		161.11CR 164.95CR 100.70CR	041478 041478 041478	 426.76
02858	The Clark Enersen Partners I-2	CH Renovation Concept Design	R	7/07/2020		1,700.00CR	041479	1,700.00
00062	Tyler Techonologies, Inc I-025-297661	20-21 Maint Agreement	R	7/07/2020		10,047.98CR	041480	10,047.98
02409	UniFirst Corporation I-2260621934	Mat Rental/cleaning	R	7/07/2020		105.59CR	041481	105.59
01573	Urban Tree Specialists I-19100	Tree hangers	R	7/07/2020		500.00CR	041482	500.00
02522	Wex Bank PO BOX 6293 I-65972017	Wex Bank PO BOX 6293	R	7/07/2020		947.36CR	041483	947.36

7/02/2020 10:52 AM

A / P CHECK REGISTER

PAGE: 5

PACKET: 07015 Regular Payments - July 7

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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PACKET: 07015 Regular Payments - July 7

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
02140	Commerce Bank - Commercial Cards							
	I-June 8 2020	Commerce Bank - Commercial Car	D	7/07/2020		7,398.25CR	000621	7,398.25
01614	KCPL/EVERGY							
	I-19565710274878	KCPL/EVERGY	D	7/07/2020		44.03CR	000622	
	I-76985554197429	KCPL/EVERGY	D	7/07/2020		3,025.02CR	000622	
	I-77331488734029	KCPL/EVERGY	D	7/07/2020		21,399.76CR	000622	24,468.81
00160	Spire							
	I-25416328926003	Spire	D	7/07/2020		51.67CR	000623	51.67

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	50	0.00	120,526.62	120,526.62
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	31,918.73	31,918.73
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	53	0.00	152,445.35	152,445.35

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 07015 Regular Payments - July 7

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

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

FUND	PERIOD	AMOUNT
10	7/2020	102,059.69CR
30	7/2020	10,268.88CR
40	7/2020	22,859.58CR
60	7/2020	198.00CR
63	7/2020	1,720.00CR
81	7/2020	1,497.80CR
95	7/2020	13,841.40CR
=====		
ALL		152,445.35CR

PACKET: 07008 EOM Benefits - June

VENDOR SET: 01

**** CHECK LISTING ****

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	
00005	AFLAC							
	I-AFP202006044306	AFLAC PRETAX	R	6/26/2020		29.80CR	041428	
	I-AFP202006184307	AFLAC PRETAX	R	6/26/2020		29.80CR	041428	
00136	State of Missouri							
	I-T2 202006044306	State Withholdings	R	6/26/2020		2,919.66CR	041429	
	I-T2 202006184307	State Withholdings	R	6/26/2020		2,950.66CR	041429	5,6
00137	Kansas City Life Insuranc							
	I-ADD202006044306	ADD on KC Life Bill	R	6/26/2020		18.48CR	041430	
	I-ADD202006184307	ADD on KC Life Bill	R	6/26/2020		18.48CR	041430	
	I-LIF202006044306	BC/BS Life Insurance	R	6/26/2020		213.71CR	041430	
	I-LIF202006184307	BC/BS Life Insurance	R	6/26/2020		213.71CR	041430	
	I-LTD202006044306	Long Term Disability	R	6/26/2020		173.90CR	041430	
	I-LTD202006184307	Long Term Disability	R	6/26/2020		173.90CR	041430	6
01807	City of Parkville/Flex Plan							
	I-FLX202006044306	Flex Plan	R	6/26/2020		685.10CR	041431	
	I-FLX202006184307	Flex Plan	R	6/26/2020		685.10CR	041431	1,3
02290	Colonial Life							
	I-COA202006044306	Colonial Life After Tax	R	6/26/2020		96.04CR	041432	
	I-COA202006184307	Colonial Life After Tax	R	6/26/2020		96.04CR	041432	
	I-COP202006044306	Colonial Life PreTax	R	6/26/2020		73.96CR	041432	
	I-COP202006184307	Colonial Life PreTax	R	6/26/2020		73.96CR	041432	3
Guardi	Guardian Life Insurance Company							
	I-GRD202006044306	Voluntary Insurance	R	6/26/2020		90.09CR	041433	
	I-GRD202006184307	Voluntary Insurance	R	6/26/2020		90.09CR	041433	1

PACKET: 07008 EOM Benefits - June

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	
01711	BCBSKC							
	I-BCE202006044306	BCKSKC Insurance	D	6/26/2020		1,702.16CR	000617	
	I-BCE202006184307	BCKSKC Insurance	D	6/26/2020		1,702.16CR	000617	
	I-BCS202006044306	BCBS Insurance	D	6/26/2020		1,017.00CR	000617	
	I-BCS202006184307	BCBS Insurance	D	6/26/2020		1,017.00CR	000617	
	I-BVC202006044306	Vision w/h	D	6/26/2020		17.74CR	000617	
	I-BVC202006184307	Vision w/h	D	6/26/2020		17.74CR	000617	
	I-BVE202006044306	Vision w/h	D	6/26/2020		48.00CR	000617	
	I-BVE202006184307	Vision w/h	D	6/26/2020		48.00CR	000617	
	I-BVF202006044306	Vision w/h	D	6/26/2020		100.74CR	000617	
	I-BVF202006184307	Vision w/h	D	6/26/2020		100.74CR	000617	
	I-BVS202006044306	Vision w/h	D	6/26/2020		43.15CR	000617	
	I-BVS202006184307	Vision w/h	D	6/26/2020		43.15CR	000617	
	I-DNC202006044306	BCBS Dental Insurance	D	6/26/2020		164.00CR	000617	
	I-DNC202006184307	BCBS Dental Insurance	D	6/26/2020		164.00CR	000617	
	I-DNF202006044306	BCBS Dental Insurance	D	6/26/2020		410.20CR	000617	
	I-DNF202006184307	BCBS Dental Insurance	D	6/26/2020		410.20CR	000617	
	I-DNP202006044306	DENTAL PRETAX	D	6/26/2020		277.20CR	000617	
	I-DNP202006184307	DENTAL PRETAX	D	6/26/2020		277.20CR	000617	
	I-DNS202006044306	Delta Dental Insurance	D	6/26/2020		246.80CR	000617	
	I-DNS202006184307	Delta Dental Insurance	D	6/26/2020		246.80CR	000617	
	I-HDC202006044306	BCBS Insurance	D	6/26/2020		400.00CR	000617	
	I-HDC202006184307	BCBS Insurance	D	6/26/2020		400.00CR	000617	
	I-HDE202006044306	BCBS Insurance	D	6/26/2020		178.14CR	000617	
	I-HDE202006184307	BCBS Insurance	D	6/26/2020		178.14CR	000617	
	I-HDF202006044306	Health Insurance	D	6/26/2020		1,890.00CR	000617	
	I-HDF202006184307	Health Insurance	D	6/26/2020		1,890.00CR	000617	
	I-HDS202006044306	BCBS Insurance	D	6/26/2020		851.00CR	000617	
	I-HDS202006184307	BCBS Insurance	D	6/26/2020		851.00CR	000617	
	I-HSE202006044306	BCBS Insurance	D	6/26/2020		966.00CR	000617	
	I-HSE202006184307	BCBS Insurance	D	6/26/2020		966.00CR	000617	
	I-HSF202006044306	BCBS Insurance	D	6/26/2020		569.50CR	000617	
	I-HSF202006184307	BCBS Insurance	D	6/26/2020		569.50CR	000617	
	I-HSS202006044306	BCBS Insurance	D	6/26/2020		384.50CR	000617	
	I-HSS202006184307	BCBS Insurance	D	6/26/2020		384.50CR	000617	
	I-SPC202006044306	BCBS Insurance	D	6/26/2020		1,482.00CR	000617	
	I-SPC202006184307	BCBS Insurance	D	6/26/2020		1,482.00CR	000617	
	I-SPF202006044306	BCBS Insurance	D	6/26/2020		4,081.00CR	000617	
	I-SPF202006184307	BCBS Insurance	D	6/26/2020		4,081.00CR	000617	
	I-SPS202006044306	BCBS Insurance	D	6/26/2020		394.00CR	000617	
	I-SPS202006184307	BCBS Insurance	D	6/26/2020		394.00CR	000617	30,4

PACKET: 07008 EOM Benefits - June

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	
01730	LAGERS							
	I-CSR202006044306	LAGERS RETIREMENT	D	6/26/2020		7,106.69CR	000618	
	I-CSR202006184307	LAGERS RETIREMENT	D	6/26/2020		7,015.09CR	000618	
	I-R&P202006044306	City/PD Ret Contribution	D	6/26/2020		5,396.05CR	000618	
	I-R&P202006184307	City/PD Ret Contribution	D	6/26/2020		5,460.89CR	000618	24,9
02517	NueSynergy, Inc							
	I-HSU202006044306	HSA Contribution	D	6/26/2020		471.00CR	000619	
	I-HSU202006184307	HSA Contribution	D	6/26/2020		471.00CR	000619	9

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	6	0.00	8,632.48	8,632.48
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	56,366.98	56,366.98
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	9	0.00	64,999.46	64,999.46

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

6/26/2020 3:22 PM

A / P CHECK REGISTER

PAGE:

PACKET: 07008 EOM Benefits - June

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

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

FUND	PERIOD	AMOUNT
10	6/2020	64,999.46CR
ALL		64,999.46CR

6/18/2020 12:01 PM

A / P CHECK REGISTER

PAGE:

PACKET: 07006 Federal Withholdings - 6/19/20

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	
00044	Park Bank							
	I-T1 202006184307	Federal Withholding	D	6/19/2020		8,292.60CR	000613	
	I-T3 202006184307	FICA W/H	D	6/19/2020		10,478.26CR	000613	
	I-T4 202006184307	Medicare W/H	D	6/19/2020		2,450.58CR	000613	21,2

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	21,221.44	21,221.44
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	21,221.44	21,221.44

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 07006 Federal Withholdings - 6/19/20

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	7
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	6/2020	21,221.44CR
ALL		21,221.44CR

6/12/2020 4:22 PM

A / P CHECK REGISTER

PAGE:

PACKET: 07002 Regular Payments 6/16/20 B

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#
Secret	Secretary of State						
	I-6/12/20	Registration Fictitious Name	R	6/12/2020		7.00CR	041425

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	7.00	7.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	7.00	7.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

6/12/2020 4:22 PM

A / P CHECK REGISTER

PAGE:

PACKET: 07002 Regular Payments 6/16/20 B

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

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

FUND	PERIOD	AMOUNT

10	6/2020	7.00CR
=====		
ALL		7.00CR

**CITY OF PARKVILLE
Policy Report**

Date: July 1, 2020

Prepared By:

Alysen Abel, Public Works Director

Reviewed By:

Melissa McChesney, City Clerk

ISSUE:

Approve a construction agreement with Infrastructure Solutions for the McAfee Forcemain replacement project (Public Works)

BACKGROUND:

Over the past 2 years, there have been numerous breaks in the sewer forcemain pipe in English Landing Park. The existing pipe is brittle and will continue to experience breaks if not addressed.

In an effort to be proactive, the City developed a program that will systematically replace the pipe, starting at the Parks Building in English Landing Park and extending to the west to the Wastewater Treatment Facility. The construction would be divided into three phases spanning over three years.

On December 17, 2019, the Board of Aldermen approved a work authorization with North Hills Engineering for the engineering design and project management of the forcemain replacement program. Since that time, North Hills Engineering has developed the plans, specifications, and bid documents associated with the first phase of the forcemain replacement project.

The bid documents were released on May 11th through the City's website and Drexel Technologies plan room. On June 18th, the City received responses from 10 contractors and the low bidder was Infrastructure Solutions with a bid of \$350,083.

Since they have not done work in Parkville before, staff requested additional information about the company and references for not only the primary contractor (Infrastructure Solutions), but also their subcontractors CES Industrial Piping Supply and Stark Boring Co. Although Infrastructure Solutions was established in 2018, the company leadership has extensive experience in pipeline utility construction with previous employers. Furthermore, their references came back very positive.

Additional considerations were made associated with the staff recommendation.

1. The pipe installation process requires joining and fusing of HDPE pipe, which is a specialized method. Infrastructure Solutions will be using CES as their subcontractor for this work, they are one of the leaders in the KC Metro area for this type of specialized pipe installation method.
2. This project requires horizontal directional drilling. Infrastructure Solutions will be using Stark Boring Company for this work. Stark has worked on several boring projects much larger than ours. They received very favorable reviews from past clients.

3. Infrastructure Solutions is a wholly-owned subsidiary of George Butler Associates, a company with \$41 million worth and \$75 million annual gross revenues. GBA has a vested interest in the success of Infrastructure Solutions.
4. North Hills Engineering has previous project experience with the estimator / project manager for Infrastructure Solutions. Those projects were completed successfully.

The only concern staff has related to this project is the low bid. The tendency may be for contractors to cut corners and seek change orders to make up for their profit loss. Since there are budget savings, staff recommends engaging the construction observation services of North Hills Engineering to help supplement the construction observation by the Public Works Inspector.

BUDGET IMPACT:

The 2020 budget includes \$475,000 in the Sewer Fund Capital Outlay (line item 30-501.06-42-00) for full design of the forcemain replacement and the first phase of construction. Of this amount, \$34,600 was spent on design and project management, and \$4,500 was spent on utility / topographic survey. There is \$435,900 remaining for the construction. The proposed construction agreement is within budget at \$350,083.

ALTERNATIVES:

1. Approve a construction agreement with Infrastructure Solutions for the McAfee Forcemain Replacement.
2. Do not approve the agreement.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on June 30, 2020, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen approve a construction agreement with Infrastructure Solutions for the McAfee Forcemain Replacement project in the amount of \$350,083.

STAFF RECOMMENDATION:

Staff recommends approval of the construction agreement with Infrastructure Solutions for the McAfee Forcemain Replacement. Although their bid is significantly lower than expected, staff recommends providing additional construction oversight with a portion of the budget savings.

POLICY:

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

SUGGESTED MOTION:

I move to approve a construction agreement with Infrastructure Solutions for the McAfee Forcemain Replacement project in the amount of \$350,083.

ATTACHMENTS:

1. Bid Tabulation
2. Agreement

BID TABULATION

2020 McAfee Sewer Forcemain Repair

Bid Opening Thursday, June 18, 2020
10:05 a.m., City Hall Board Room

Bidder Name	BASE TOTAL
*Infrastructure Solutions Lenexa, KS	\$350,083.00
Beemer Construction Blue Springs, MO	\$414,440.00
Blue Nile Constructors, Inc. Birmingham, MO	\$424,740.43
Kissick Const. Co. KCMO	\$399,760.00
Leath & Sons Raytown, MO	\$391,387.00
Pyramid Excavation Const., Inc. KDCMO	\$463,131.00
Redford Const., Inc. Raymore, Mo	\$414,997.00
Site Rite Const. Co. KCMO	\$412,320.00
Westland Const., Inc. Basehor, KS	\$505,103.00
Wiedenmann, Inc. Belton, MO	\$456,027.00

(*) Recommended Award of Purchase

CITY OF PARKVILLE, MO
AGREEMENT BETWEEN CITY OF PARKVILLE
AND CONTRACTOR
FOR PUBLIC IMPROVEMENT OF
MCAFEE SEWER FORCEMAIN REPLACEMENT 2020

This agreement is made and entered into this 7th day of July 2020, by and between the City of Parkville, Missouri, (hereinafter the “City”) and **INFRASTRUCTURE SOLUTIONS** (hereinafter the “Contractor”).

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions (collectively referred to as "the Contract Documents"), for the work therein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit:

all in accordance with the Contract Documents, on file with the City Clerk of Parkville, Missouri, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Missouri and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of **THREE HUNDRED FIFTY THOUSAND AND EIGHTY THREE DOLLARS AND NO/100 (\$350,083.00)** (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work within **140 days of the NOTICE TO PROCEED**. In addition, from the time Contractor mobilizes to the site, all improvements shall be complete within 60 calendar days. Time is of the essence. Accordingly, liquidated damages shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in the amount of **\$200.00** for each and every calendar day the work remains incomplete over the specified completion time. Additional time requirements are set forth on the Drawings.

ARTICLE IV. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured-and Notice of Cancellation Endorsements, the fully executed Performance and Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE V. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Missouri.

ARTICLE VI: The following documents are made part of this agreement by reference:

Contractor's Bid Form and attachments.

Exhibit A	General Conditions of the Contract
Exhibit A-1	Special Conditions of the Contract
Exhibit B-1	Performance Bond
Exhibit B-2	Payment Bond
Exhibit C	List of Plans (by sheet number and date), including all addenda thereto
Exhibit D	Specifications
Exhibit E	Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition
Exhibit F	Sales tax exemption documentation forms
Exhibit G	Contractor's Affidavit of Compliance with Non-Discrimination and Equal Employment Opportunity Laws
Exhibit H	Affidavit of Compliance with Safety Training Requirements (§292.675 R.S. Mo.)
Exhibit I	Affidavit of Compliance with R.S. Mo §285.530.6
Exhibit J-1	Applicable Missouri Prevailing Wage Rates
Exhibit J-2	Prevailing Wage Rate Reporting Form
Exhibit J-3	Certification of Compliance with Prevailing Wage Requirements
Exhibit K	Insurance Requirements
Exhibit L	Bill of Sale
Exhibit M	Bailment Agreement
Exhibit N	Conditional Partial Waiver of Lien and Release of Claims
Exhibit O	Conditional Final Waiver of Lien and Release of Claims
	Certificate of Substantial completion
	Certificate of Final Completion
	Construction Change Directive
	Change Order

WITNESS WHEREOF, the City of Parkville, Missouri, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed thru counterparts of this contract in the prescribed form and manner this the 7th day of July 2020.

CITY OF PARKVILLE, MISSOURI

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

INFRASTRUCTURE SOLUTIONS

Contractor

By _____

(SEAL)

Title _____

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

**CITY OF PARKVILLE
Policy Report**

Date: June 18, 2020

Prepared By:

Stephen Lachky, Community Development Director

Reviewed By:

Alysen Abel, Public Works Director

ISSUE:

Approve the second reading of an ordinance to approve the final plat of The Woods At Creekside Second Plat - Case No. PZ20-18; Parkville Development 140, LLC, applicant (Community Development)

BACKGROUND:

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

Applicant Brian Mertz of Parkville Development 140, LLC has submitted an application for subdivision – final plat for the Final Plat of The Woods At Creekside Second Plat, a subdivision (2.31 acres, more or less) generally located on the northwest quadrant of the intersection of I-435 and MO-Hwy 45 in Parkville, Missouri (see Attachment 5). The subject area property of the final plat resides within Platte County parcel #20-4.0-18-000-000-010.003 (35.38 acres, more or less). The final plat proposes implementing the second phase of The Woods At Creekside by platting public right-of-way for Homer Parkway to serve as a collector road for the development (see Attachments 3-4).

Staff reviewed the application (Case No. PZ20-18) against the Parkville Master Plan; Parkville Municipal Code and its applicable zoning code and subdivision regulations; adequate utilities, grading and drainage requirements, and stormwater management requirements (see Attachment 6). The application was also reviewed against the previously-approved The Woods At Creekside & Creekside Village preliminary development plan. Following review, staff determined the proposed subdivision is substantially consistent with the preliminary plat despite minor changes made to the street design, block and lot layout, and is in compliance with the purposes and intent of the City's Development Code.

BUDGET IMPACT:

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

ALTERNATIVES:

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

FINANCE COMMITTEE RECOMMENDATION:

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

STAFF RECOMMENDATION:

The Planning and Zoning Commission considered the application at their June 9, 2020 meeting, and following discussion recommended approval of the final plat (by a vote of 5-0).

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

POLICY:

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

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

SUGGESTED MOTION:

I move to approve Bill No. 3092, an ordinance approving the Final Plat of The Woods At Creekside, Second Plat, a subdivision in the City of Parkville, Platte County, Missouri, on second reading to become Ordinance No. ____.

ATTACHMENTS:

1. Ordinance
2. Application
3. Subject Property Area Map
4. 2nd Plat
5. Final Development Plan
6. Staff Analysis

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

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

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

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

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

WHEREAS, applicant Brian Mertz of Parkville Development 140, LLC has submitted an application for subdivision – final plat for the Final Plat of The Woods At Creekside Second Plat, a subdivision (2.31 acres, more or less) generally located on the northwest quadrant of the intersection of I-435 and Highway 45 in Parkville, Missouri; and

WHEREAS, the Final Plat of The Woods At Creekside Second Plat proposes platting public right-of-way for Homer Parkway to serve as a collector road for The Woods At Creekside & Creekside Village planned residential development; and

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

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

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

WHEREAS, the Final Plat of The Woods At Creekside Second Plat was considered at the June 9, 2020 meeting of the Planning and Zoning Commission, and was recommended for approval (by a vote of 5-0) by the Planning and Zoning Commission.

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

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

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

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

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

PASSED and APPROVED this 7th day of July 2020.

Mayor Nanette K. Johnston

ATTESTED:

City Clerk Melissa McChesney



Application #: P220-18
Date Submitted: May 8, 2020
Public Hearing: TBD
Date Approved: _____

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

Application for Subdivision – Final Plat

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

1. Applicant/Contact Information

Applicant(s)

Name: Parkville Development 140, LLC
Address: 7067 NW John Anders Rd
City, State: Kansas City, Mo 64152
Phone: (816) 616-9016 Fax: _____
E-mail: bmertz1@kc.rr.com

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

Name: Renaissance Infrastructure Consulting
Address: 5015 NW Canal St, #100
City, State: Riverside, Mo
Phone: (816) 800-0953 Fax: _____
E-mail: bcox@ric-consult.com

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

Name: Parkville Development 140, LLC
Address: _____
City, State: _____
Phone: _____ Fax: _____
E-mail: _____

Contact Person, if different from applicant(s)

Name: Brett Cox - RIC
Address: _____
City, State: _____
Phone: (816) 800-0953 Fax: _____
E-mail: bcox@ric-consult.com

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

Applicant's Signature (Required) [Signature] Date: 5/8/20

Property Owner's Signature (Required) [Signature] Date: 5/8/20

2. Property Information

Name and phase of plat: The Woods at Creekside 2nd Plat

Final plat in substantial conformance with approved preliminary plat? Yes

If not, explain:

Zoning district: R-4-P Anticipated uses: Single Family

Acreage of this phase: 2.31 Number of lots: 0

Minimum lot size: N/A Density of development: N/A

3. Additional factors affecting the project

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

This plat is for the continuation of Homer Parkway to the northern property limits.

4. Public Improvements

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

Improvement plans submitted and approved for:

Streets and access: tbd

(Date approved)

Length of new streets: approx 850 L.F.

Surface material: Asphalt

Maximum grade: 7.72%

Sanitary sewer: tbd

(Entity and date approved)

Missouri Department of Natural Resources (MDNR) approval: 01-22-2020

(Date approved)

Water: tbd

(Entity and date approved)

Erosion and sediment control as per NPDESII: 01-22-2020

(Date approved)

Floodplain development permit (if required): N/A

(Date approved)

5. Checklist of required submittals

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

For City Use Only

Application accepted as complete by: Stephen Lachy, Community Development Director May 12, 2020
Name/Title Date

Application fee payment: Check # 5076 Amount \$ 305.00

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

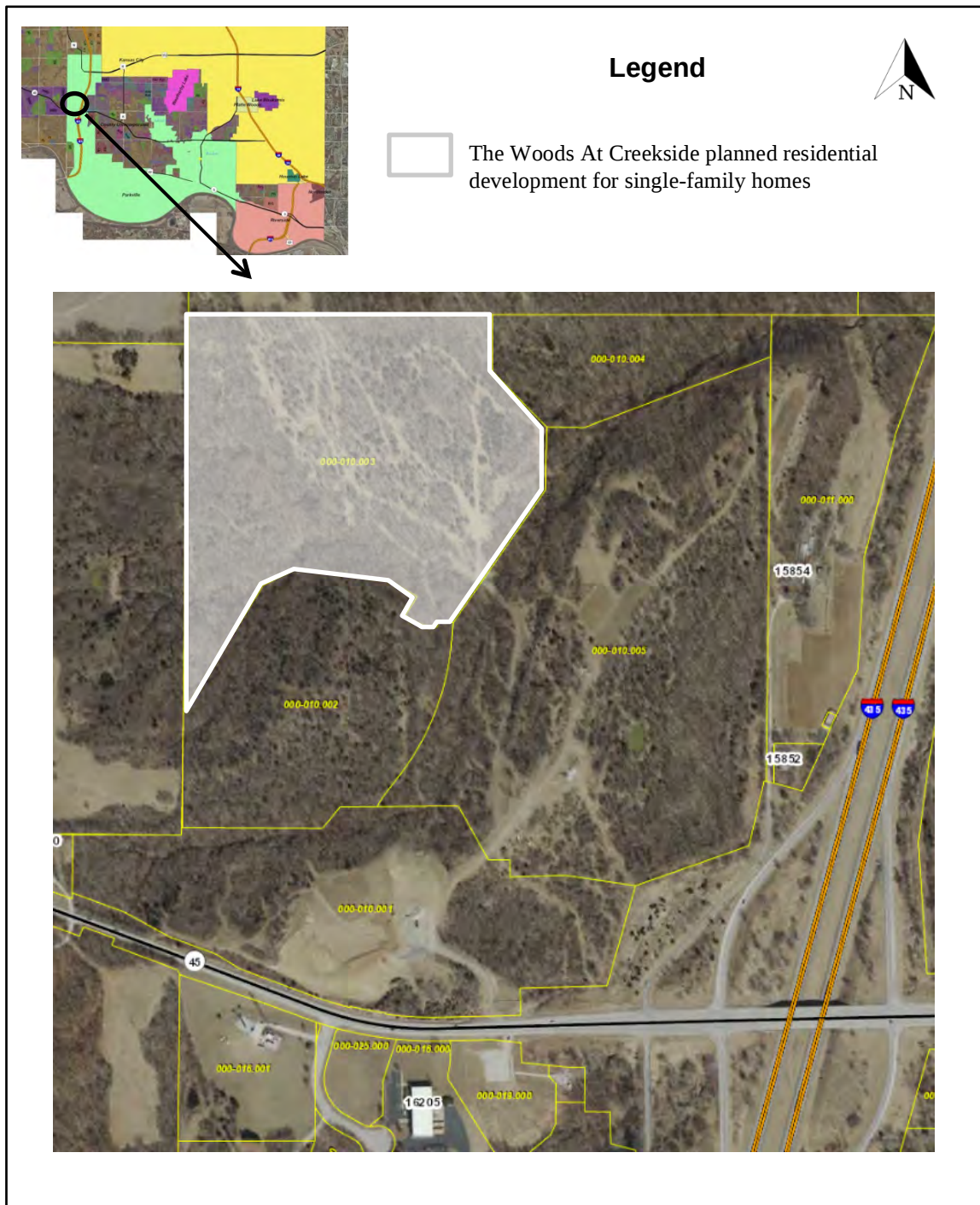
Planning Commission Action: ☐ Approved ☐ Approved with Conditions ☐ Denied Date of Action: _____

Conditions if any: _____

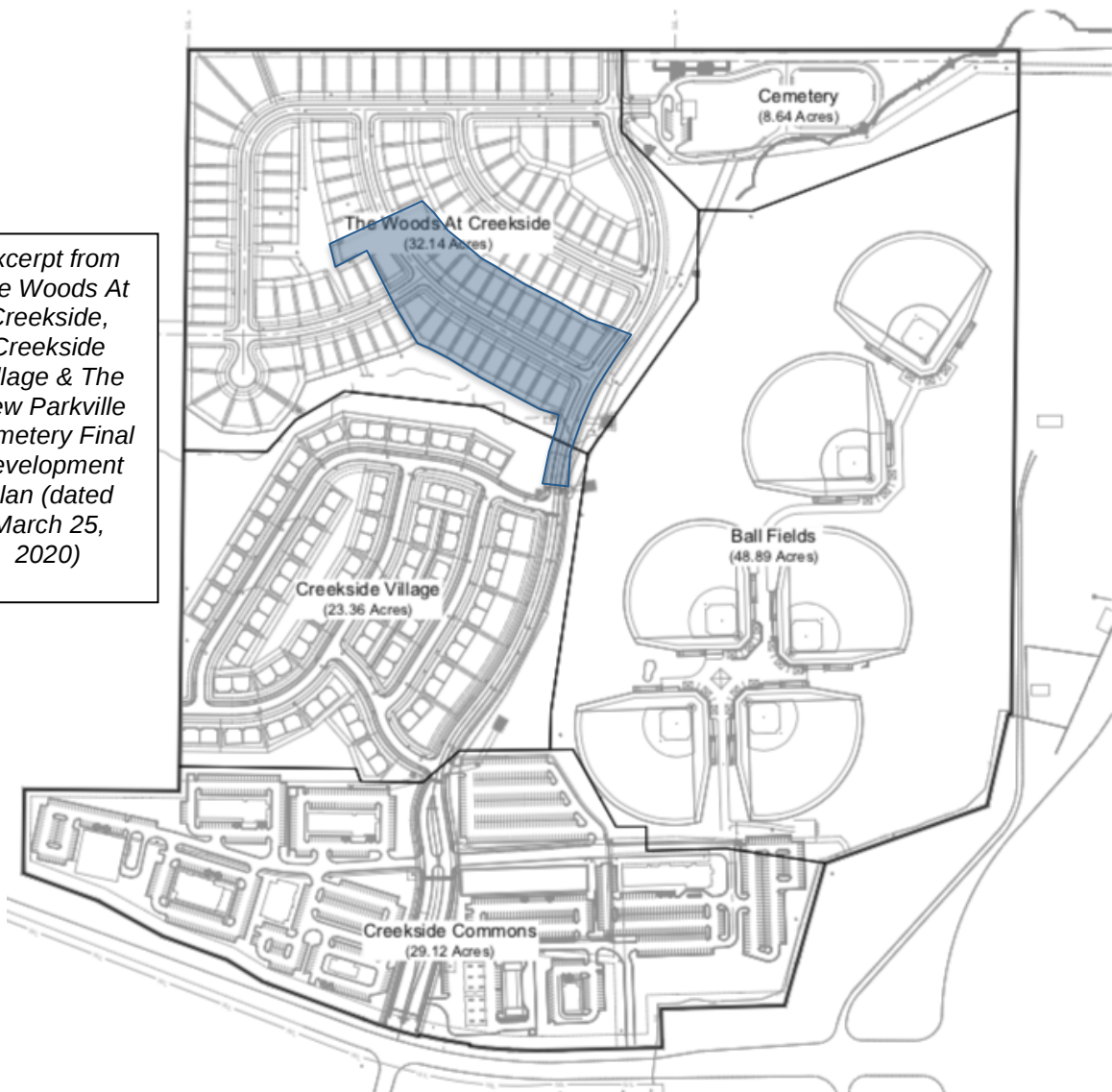
Board of Aldermen Action: ☐ Approved ☐ Approved with Conditions ☐ Denied Date of Action: _____

Conditions if any: _____

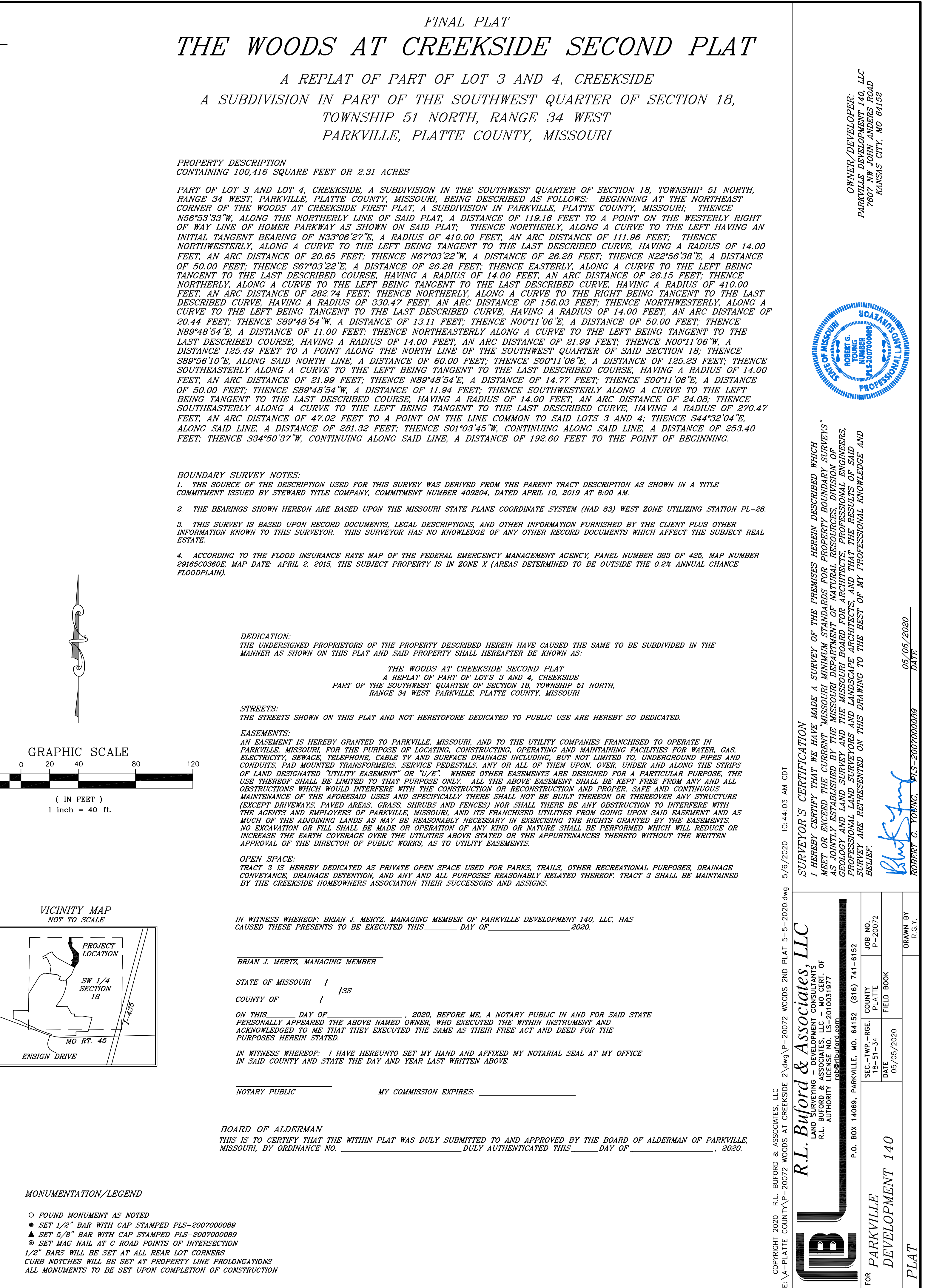
Subject Property Area Map



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



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



PLATE

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

A SUBDIVISION IN PARKVILLE, PLATTE COUNTY, MISSOURI

FINAL DEVELOPMENT PLAN

TOTAL AREA: 64.14 ACRES

PROPERTY DESCRIPTION:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 NORTH, RANGE 34 WEST, IN PARKVILLE, PLATTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE S89°56'10"E ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1208.69 FEET; THENCE S04°57'30"E, A DISTANCE OF 418.38 FEET; THENCE EASTERLY, SOUTHERLY, AND WESTERLY, ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF N53°10'15"E, A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 177.09 FEET; THENCE S13°53'54"E, A DISTANCE OF 123.55 FEET; THENCE S64°06'15"W, A DISTANCE OF 111.48 FEET; THENCE S84°52'37"W, A DISTANCE OF 88.08 FEET; THENCE S77°31'45"W, A DISTANCE OF 68.53 FEET; THENCE S13°51'12"E, A DISTANCE OF 189.31 FEET; THENCE S01°55'58"W, A DISTANCE OF 48.93 FEET; THENCE S11°22'42"W, A DISTANCE OF 111.41 FEET; THENCE S23°36'25"W, A DISTANCE OF 484.04 FEET; THENCE S00°10'28"E, A DISTANCE OF 365.24 FEET; THENCE S89°49'32"W, A DISTANCE OF 221.50 FEET; THENCE S49°01'15"W, A DISTANCE OF 185.58 FEET; THENCE S61°43'34"W, A DISTANCE OF 196.44 FEET; THENCE N89°14'45"W, A DISTANCE OF 602.93 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18; THENCE N00°45'15"E, ALONG SAID LINE, A DISTANCE OF 2023.69 FEET TO THE POINT OF BEGINNING.

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



VICINITY MAP
(Scale 1"=1000')



SUMMARY TABLE

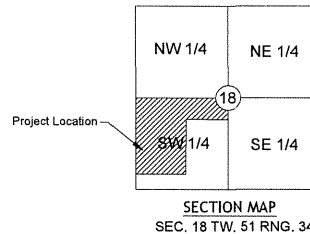
Single Family Units	115
Townhome Units	172 (43 Buildings)
Cemetery	2900 plots

ADDRESS NOTE:

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

UTILITY CONTACTS

City of Parkville	(816) 741-7676
CPWSD #1 of Platte County	(816) 891-3457
Platte County Regional Sewer District	(816) 858-2052
Missouri Gas Energy	(800) 562-0000
Kansas City Power & Light	(800) 544-4852
Platte Clay Electric	(816) 807-7502
Century Link	(816) 243-5642
Unite Private Networks	(816) 903-9400
Time Warner Cable	(816) 431-5818
Missouri One Call	(800) DIG-RITE
AT&T	(800) 454-7928
Comcast	(913) 891-3457
Missouri State Highway Department	(816) 622-6500
Park Hill School District	(816) 359-5000



SECTION MAP
SEC. 18 TW. 51 RNG. 34

INDEX OF SHEETS

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

DEVELOPER:

Parkville Development 140, LLC
C/O: Brian Mertz
7507 NW John Anders Rd.
Kansas City, MO 64152

ENGINEER:

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

SURVEYOR:

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

LEGEND

---	Existing Section Line	---	Proposed Right-of-Way
---	Existing Right-of-Way Line	---	Proposed Property Line
---	Existing Lot Line	---	Proposed Lot Line
---	Existing Easement Line	---	Proposed Easement
---	Existing Curb & Gutter	---	Proposed Curb & Gutter
---	Existing Sidewalk	---	Proposed Sidewalk
---	Existing Storm Sewer	---	Proposed Storm Sewer
---	Existing Storm Structure	---	Proposed Storm Structure
---	Existing Waterline	---	Proposed Fire Hydrant
---	Existing Gas Main	---	Proposed Waterline
---	Existing Sanitary Sewer	---	Proposed Sanitary Sewer
---	Existing Sanitary Manhole	---	Proposed Sanitary Manhole
---	Existing Contour Major	---	Proposed Contour Major
---	Existing Contour Minor	---	Proposed Contour Minor
---	Existing Section Line	---	Future Curb & Gutter

Sheet
C01

Final Development Plan

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

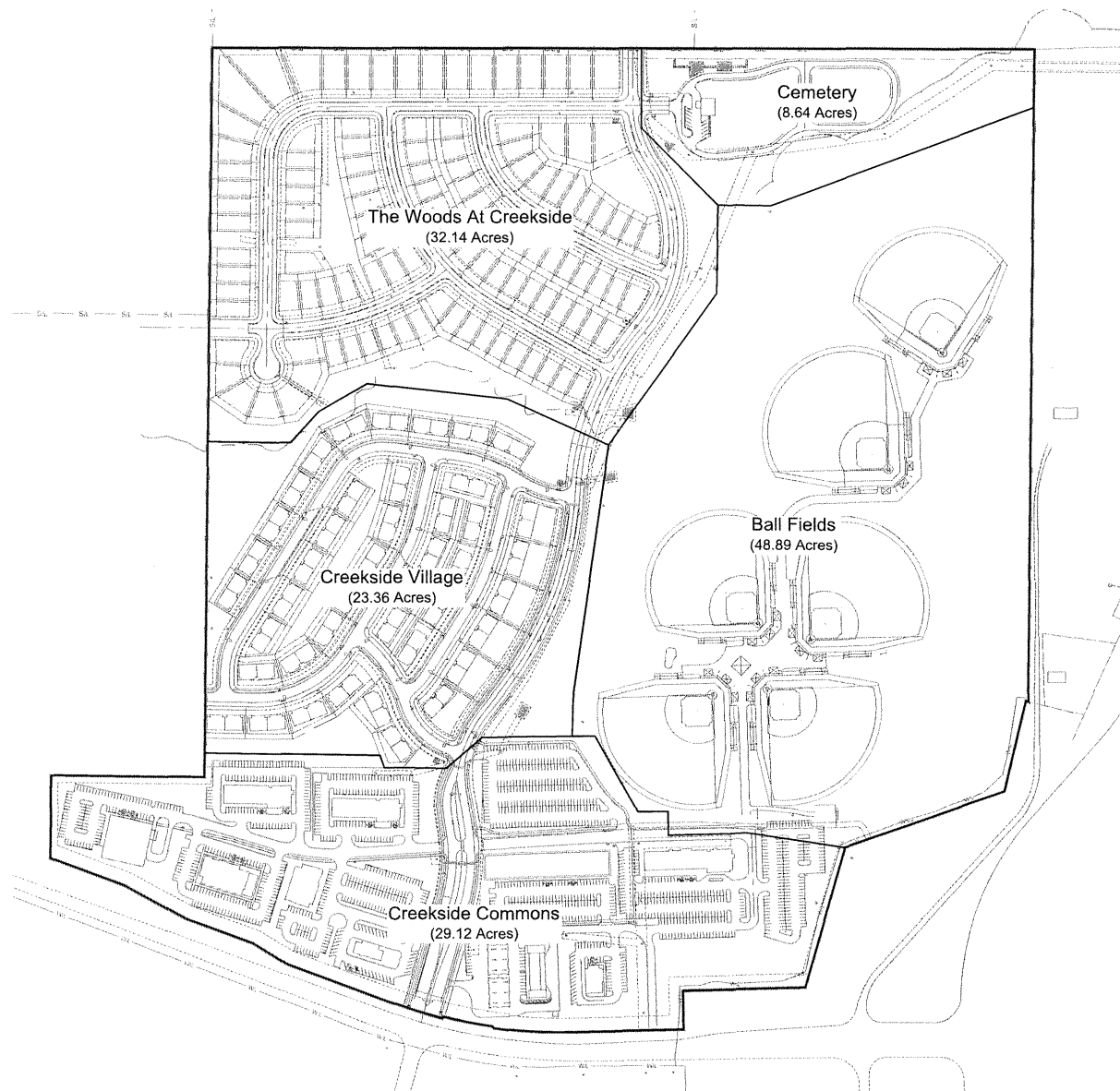
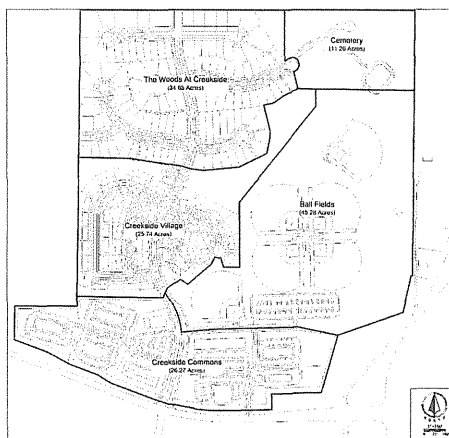
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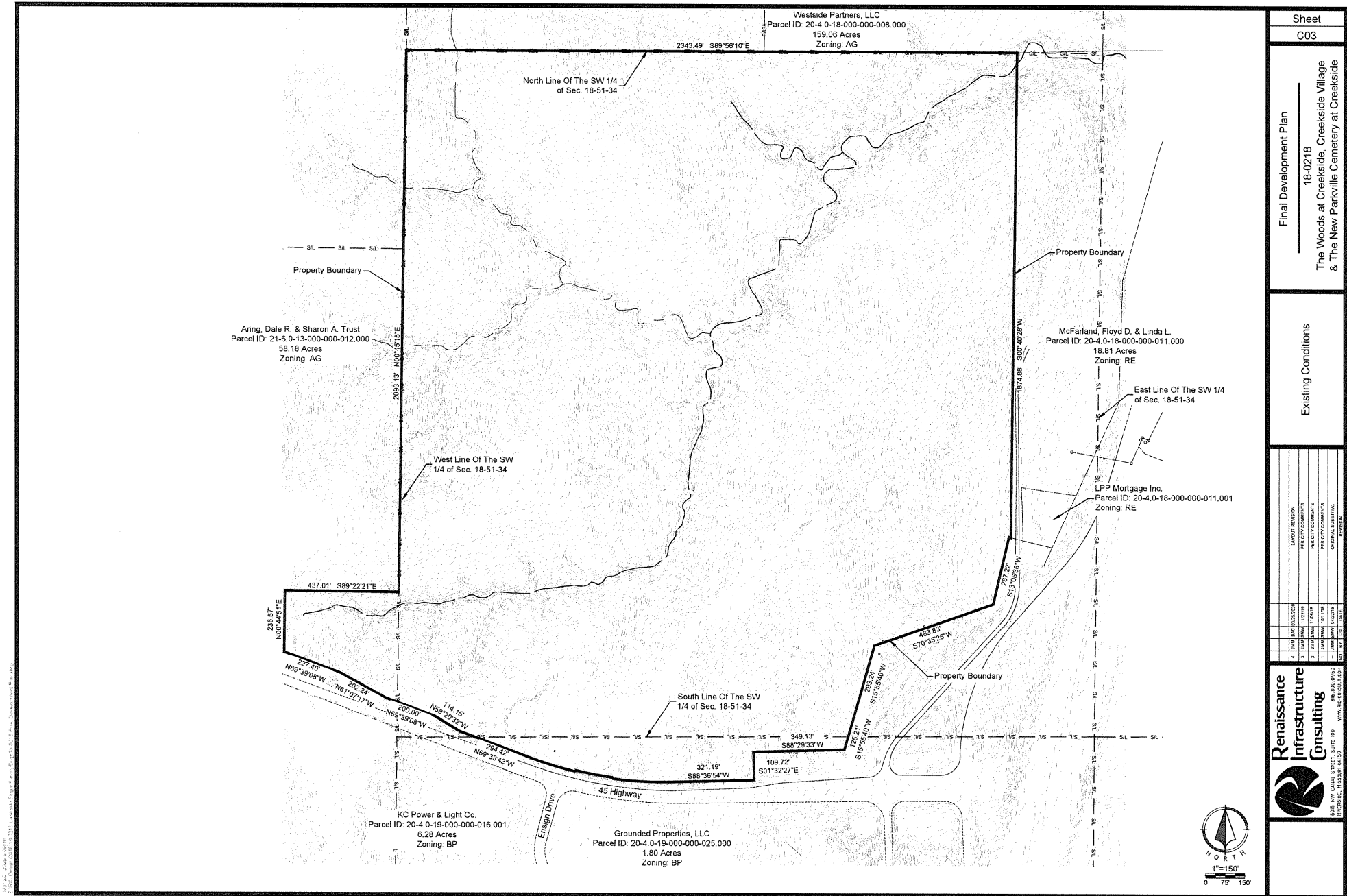
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Renaissance
Infrastructure
Consulting
R.E. 800-0950
5015 NW CANAL STREET, SUITE 100
RIVERSIDE, MISSOURI 64150



Know what's below.
Call before you dig.

[illegible]



Sheet
C03

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

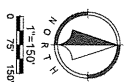
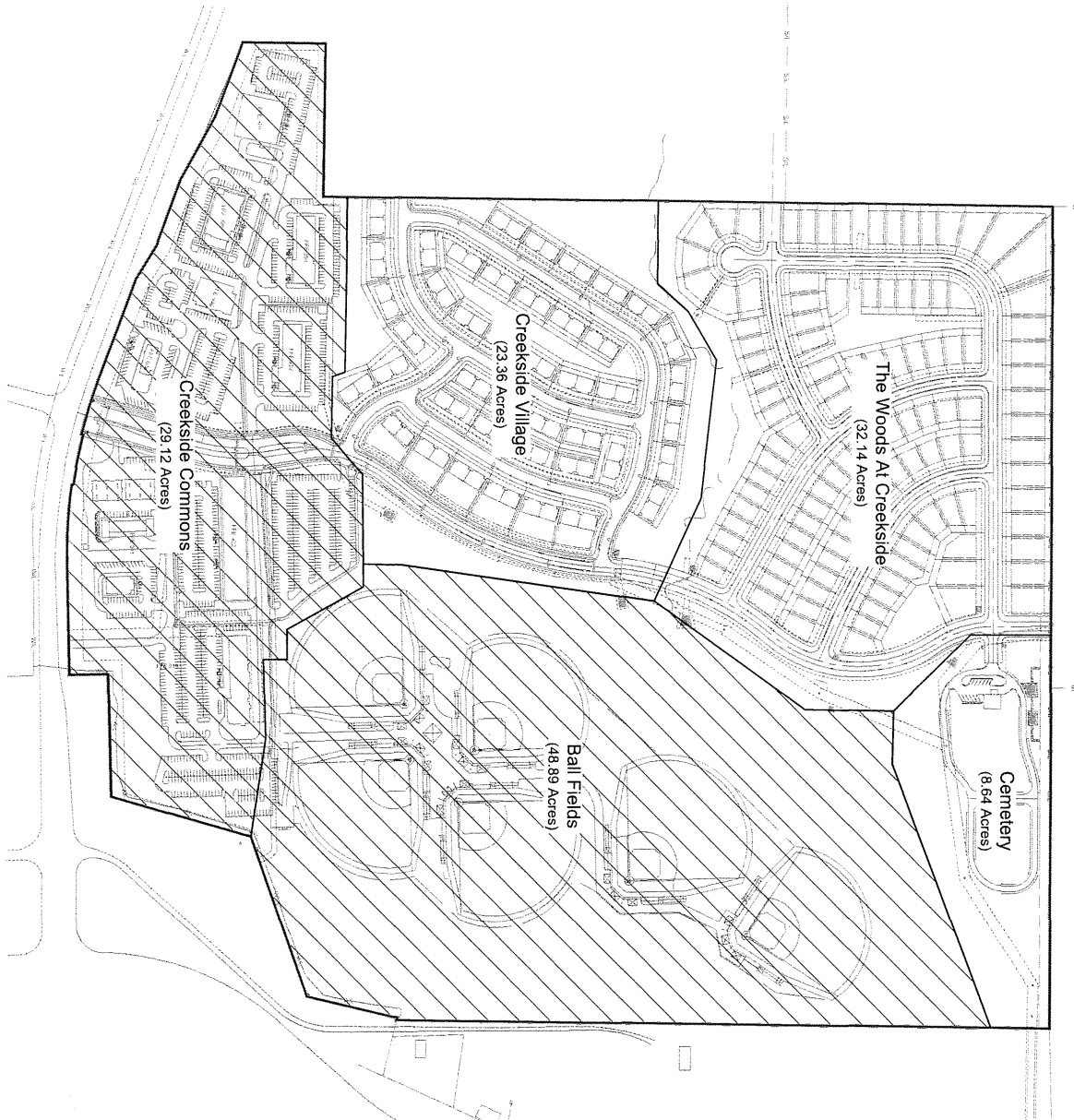
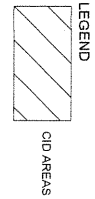
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Renaissance Infrastructure Consulting

1600 10th Street, Suite 100
Boulder, Colorado 80502
Phone: 303.440.1000
Fax: 303.440.1001
Email: info@renaissanceinfrastructure.com
Website: www.renaissanceinfrastructure.com





Renaissance
Infrastructure
Consulting
 5015 NOX CANYON STREET, SUITE 100
 OVERLAND, MISSOURI 64050
 816.800.0950
 WWW.RIC-CONSULT.COM

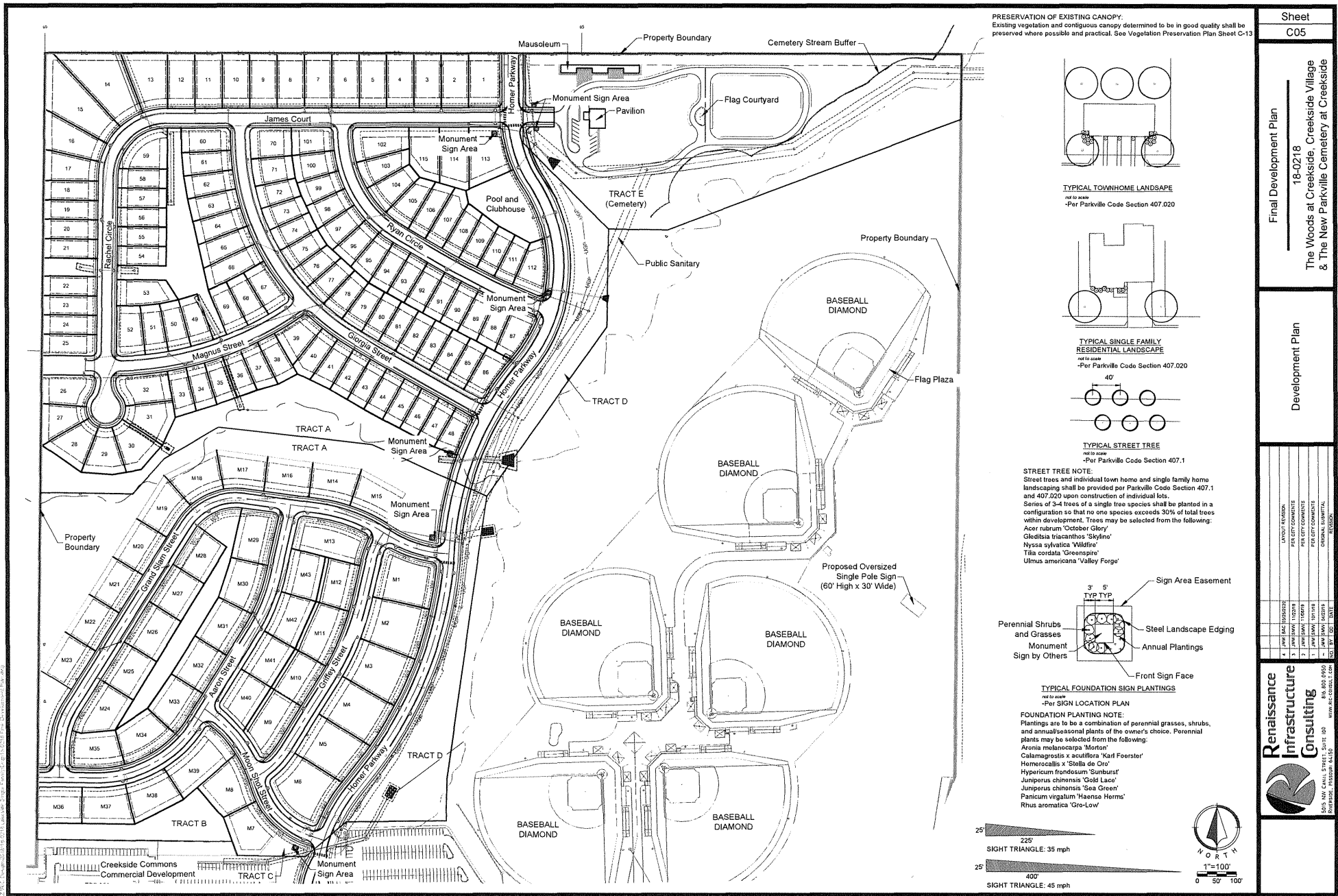
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	JMW/JMW	04/22/19	ORIGINAL SUBMITTAL
			REVISION

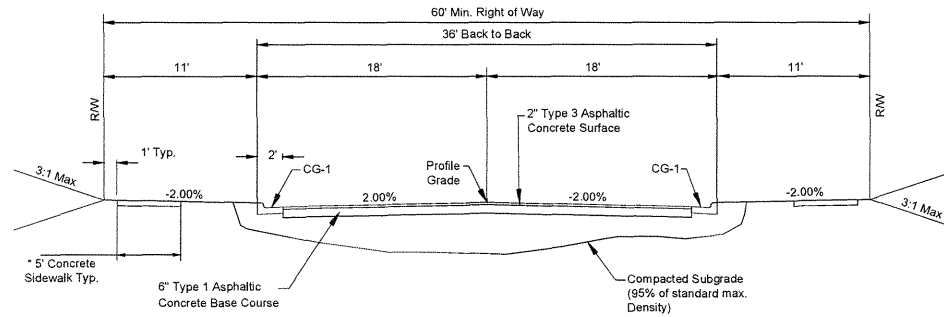
Property
 Subdivision Plan

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

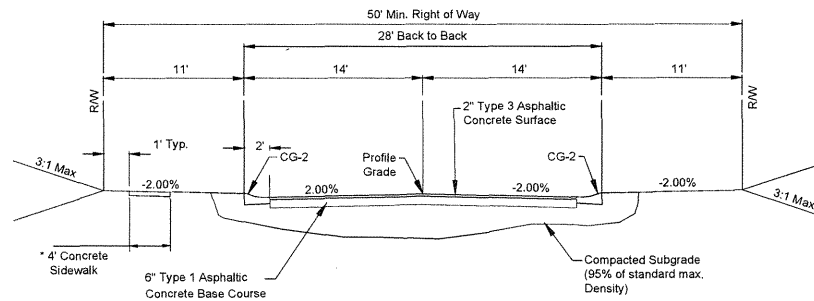
Sheet
 C04

18-0218 Final Development Plan
18-0218 Final Development Plan
18-0218 Final Development Plan





RESIDENTIAL COLLECTOR STREET
(HOMER PARKWAY)



LOCAL RESIDENTIAL STREET
(MOON SHOT STREET)
(AARON STREET)
(GRIFFEY STREET)
(RACHEL CIRCLE)
(GEORGIA STREET)
(RYAN CIRCLE)
(JAMES STREET)
(MAGNUS COURT)

Sheet
C06

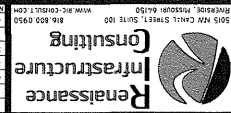
Final Development Plan
18-0218
The Woods at Creekside, Creekside Village
& The New Parkville Cemetery at Creekside

Typical Street Sections

LAYOUT REVISIONS	
4	PLAN DATE 10/05/2018
3	PLAN DATE 10/05/2018
2	PLAN DATE 10/05/2018
1	PLAN DATE 10/05/2018
ORIGINAL SUBMITTAL	
REVISIONS	

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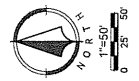


REVISION	DATE	BY	CHKD BY	DESCRIPTION
1	10/1/19	SWM	SWM	PER CITY COMMENTS
2	11/6/19	SWM	SWM	PER CITY COMMENTS
3	11/22/19	SWM	SWM	PER CITY COMMENTS
4	12/25/20	BAC	BAC	LAYOUT REVISION
5	02/10/21	SWM	SWM	ORIGINAL SUBMITTAL

Final Development Plan

18-0218

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



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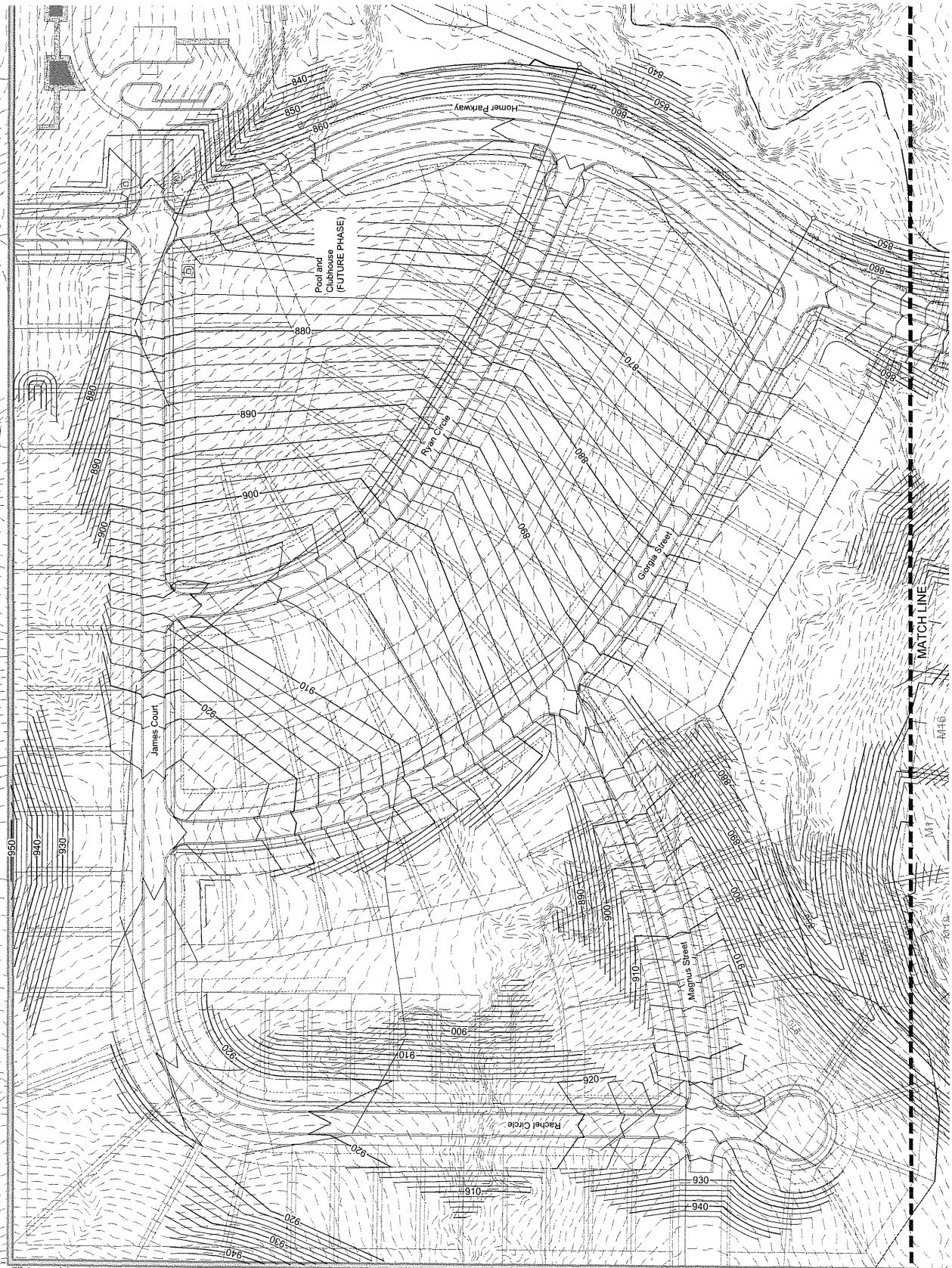
5015 NEW CANAL STREET, SUITE 100
HOUSTON, TEXAS 77056
713.800.9950
WWW.RICCONSULTING.COM

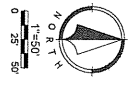
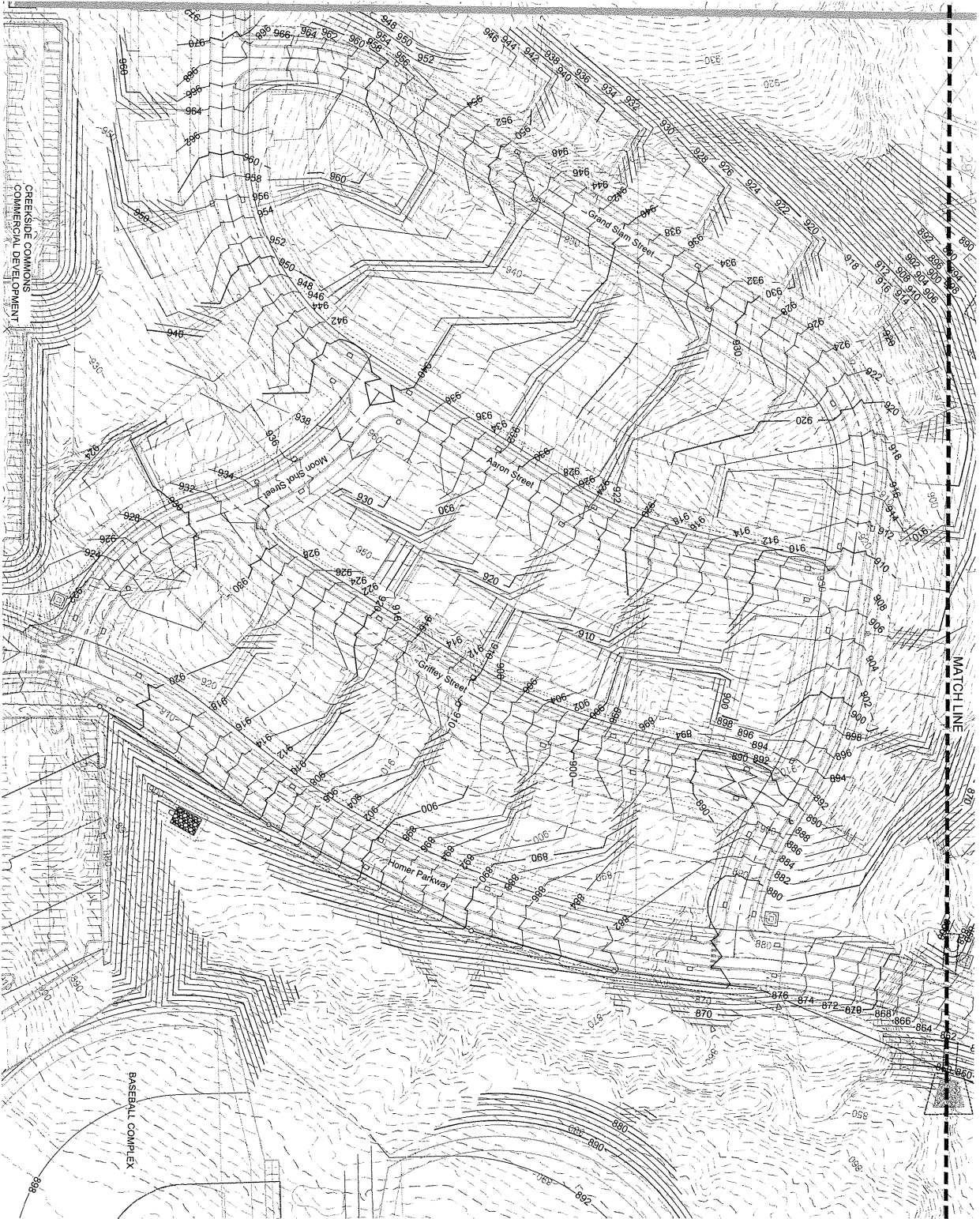
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100	JAN 10/10	PER CITY COMMENTS

Grading Plan North

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

Sheet
C09





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 5215 NEN CAUSEWAY STREET, SUITE 100
 RIVERSIDE, MISSOURI 65150
 816.800.5950
 WWW.RIC-CONSULT.COM

4	JAW/JAC	03/25/2020	LAYOUT REVISION
3	JAW/JMW	11/02/19	PER CITY COMMENTS
2	JAW/JMW	11/06/19	PER CITY COMMENTS
1	JAW/JMW	10/17/19	PER CITY COMMENTS
0	JAW/JMW	04/02/19	ORIGINAL SUBMITTAL
DESIGNED BY	DATE	REVISION	

Grading Plan South

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

Sheet
 C10

Land Area 64.14

SINGLE FAMILY	
Residential area	
Area and density	
Gross area	32.14
Area of right of way	6.25
Net area	25.89
Number of units	115
Density in units per acre	3.59

Lot	All shown are minimums
Front lot width at building line	50
Depth of lot	100
Square footage of lot	5000
Front yard setback	25
Side yard setback	5
Corner lot side yard setback	7
Rear yard setback	20

Parking	Per unit
On-site	2
Off-site	0
Total parking	210

Streets - Public	
Width of Right of Way*	60
Width of street	50
Width of street	28
Sidewalk width	4
Street horizontal radius	150
cul-de-sac radius	
Right of way	50
Back of curb	39
Design speed	25 mph
Minimum heavy duty 50' sidewalk - 5'	

TOWNHOMES	
Residential area	
Area and density	
Gross area	23.56
Area of right of way	5.34
Net area	18.22
Number of units	122
Density in units per acre	7.39

Lot	All shown are minimums
Front lot width at building line	100
Depth of lot	50
Square footage of lot	5000
Front yard setback	25
Side yard setback	5
Corner lot side yard setback	7
Rear yard setback	15

Parking	Per unit
On-site with garage	2
Off-site	0
Total parking	406

Streets - Public	
Width of Right of Way*	60
Width of street	50
Width of street	28
Sidewalk width	4
Street horizontal radius	150
cul-de-sac radius	
Right of way	50
Back of curb	39
Design speed	25 mph

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

Lot	All shown are minimums
Front lot width at building line	N/A
Depth of lot	N/A
Square footage of lot	N/A
Front yard setback	N/A
Side yard setback	N/A
Corner lot side yard setback	N/A
Rear yard setback	N/A

Parking	Per unit
Marked parking	10
Drive Side Parallel Parking	98
Total parking	108

Streets - Public	
Width of Right of Way*	60
Width of street	N/A
Width of street	N/A
Sidewalk width	N/A
Street horizontal radius	N/A
cul-de-sac radius	N/A
Right of way	N/A
Back of curb	N/A
Design speed	N/A

Site Data

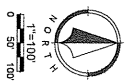
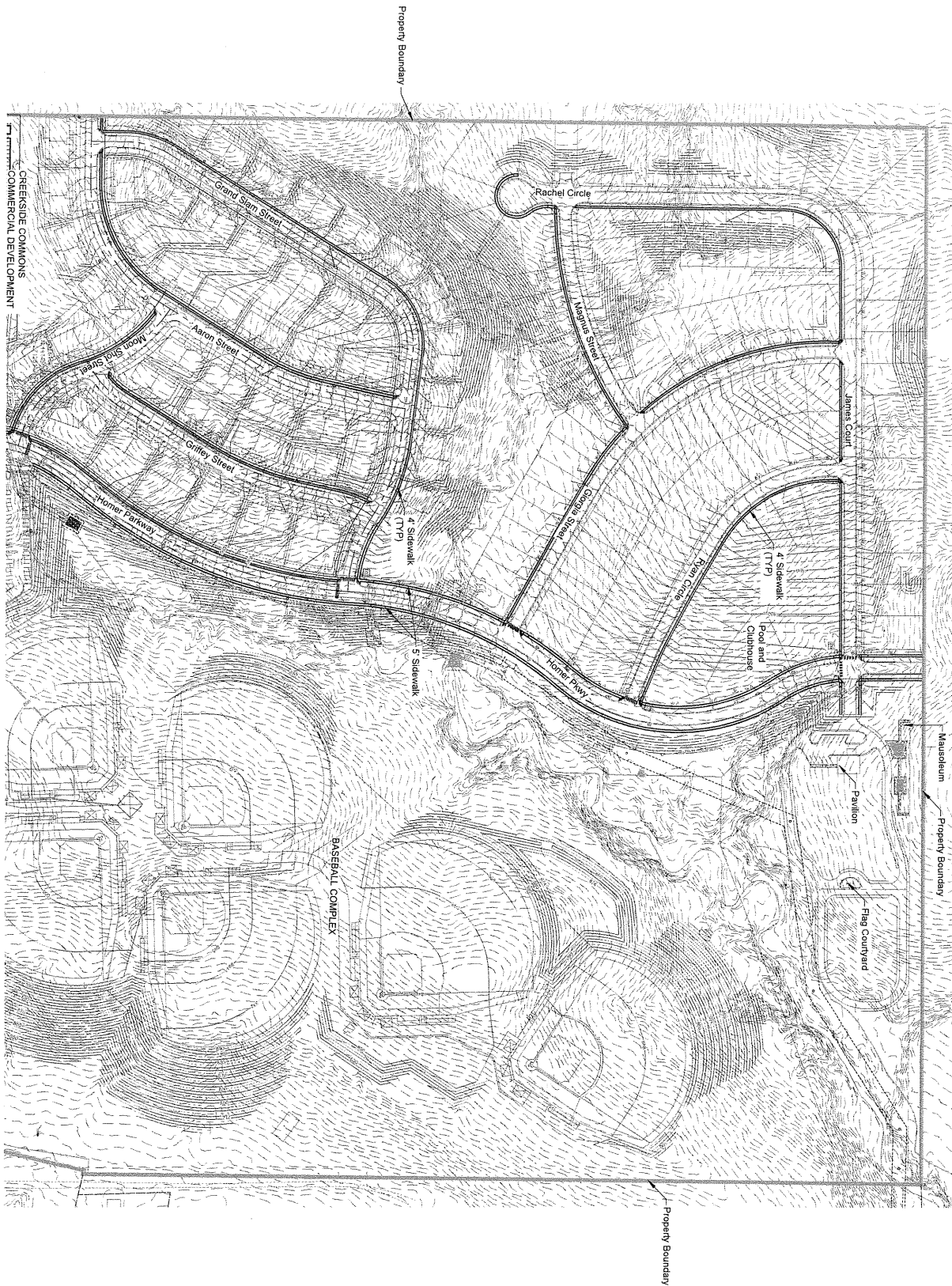
Final Development Plan
 18-0218
 The Woods at Creekside, Creekside Village
 & The New Parkville Cemetery at Creekside

Sheet
 C11



Renaissance Infrastructure Consulting
 8015 NW Canal Street, Suite 100
 Portland, Oregon 97209
 503.800.0950
 www.ri-corp.com

4	JNW	BAC	03/25/2020	LAYOUT REVISION
3	JNW	SNW	11/02/19	PER CITY COMMENTS
2	JNW	SNW	11/06/19	PER CITY COMMENTS
1	JNW	SNW	10/11/19	PER CITY COMMENTS
1	JNW	SNW	06/20/19	ORIGINAL SUBMITTAL
1	JNW	SNW	06/20/19	REVISION



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 RIVERSIDE, MISSOURI 65455
 816.800.0950
 WWW.RIC-CONSULT.COM

4	JMW/BAC	03/05/2016	LAYOUT REVISION
3	JMW/JMW	11/22/15	PER CITY COMMENTS
2	JMW/JMW	11/06/15	PER CITY COMMENTS
1	JMW/JMW	10/11/15	PER CITY COMMENTS
0	JMW/JMW	04/22/15	ORIGINAL SUBMITTAL
0	BY	05-15-16	REVISION

Pedestrian Linkage
Plan

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

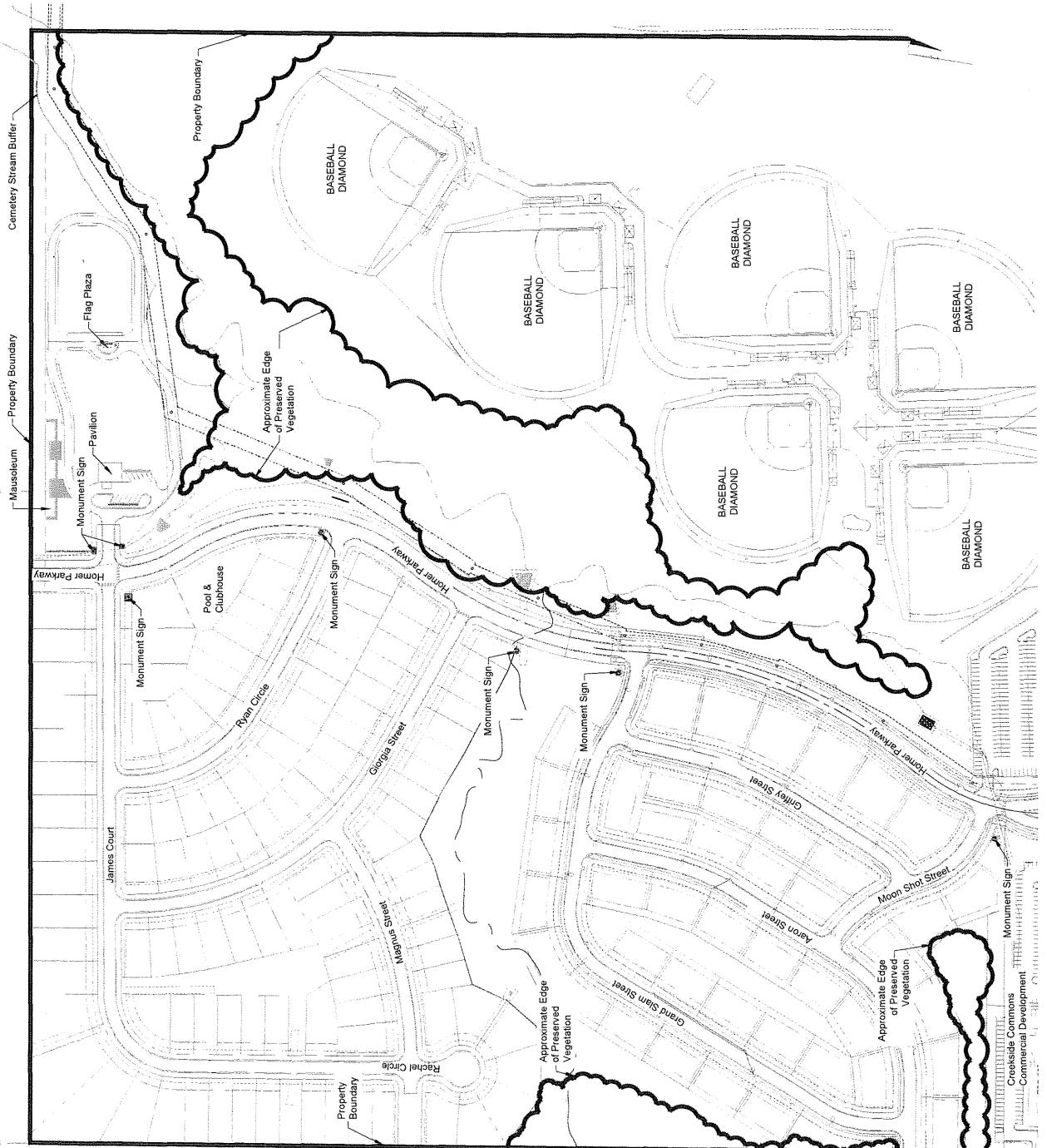
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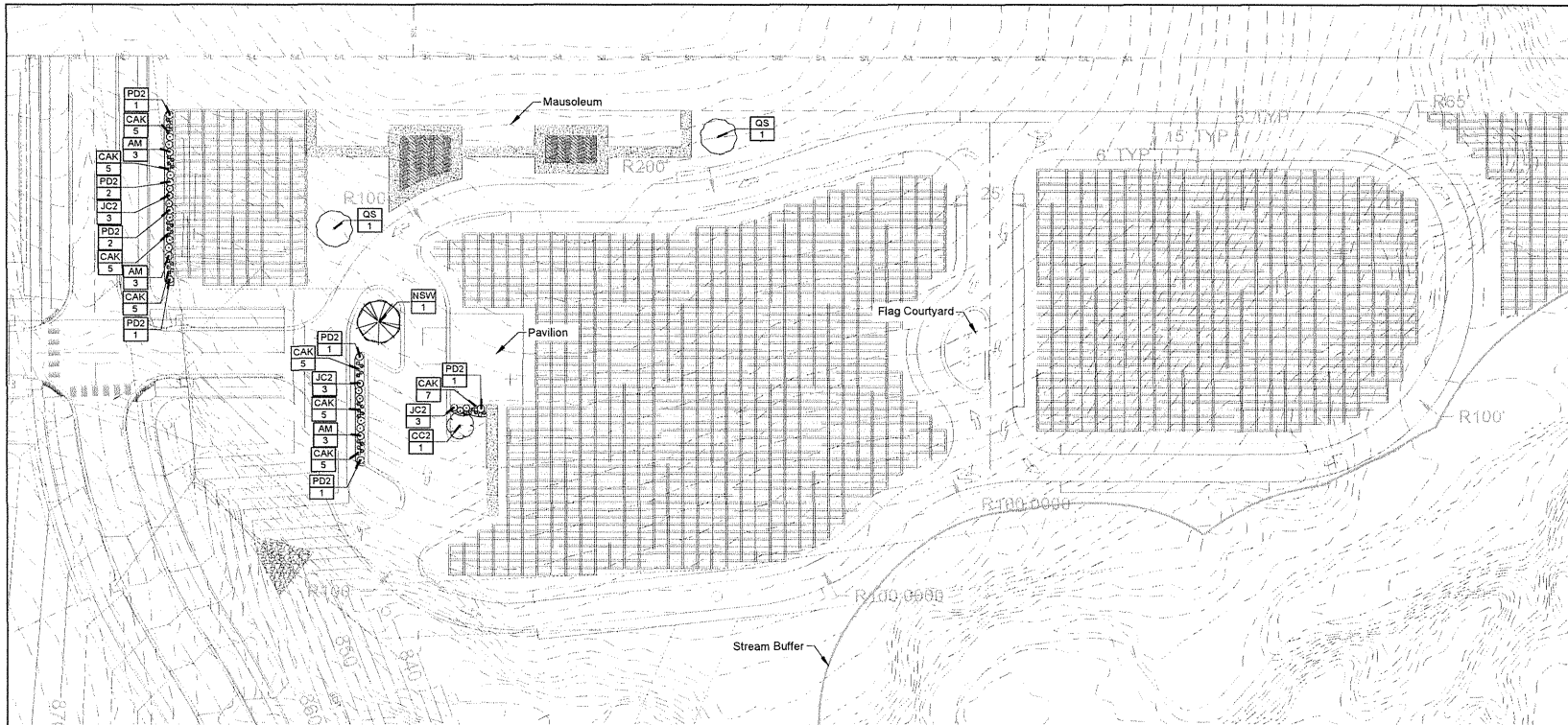


Vegetation
Preservation Plan

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

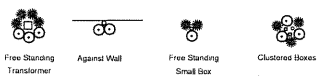
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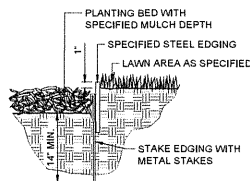


PLANT SCHEDULE

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

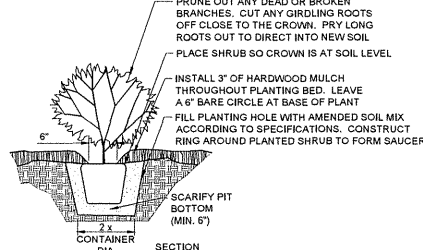


TYPICAL UTILITY BOX SCREENING DETAILS - NTS



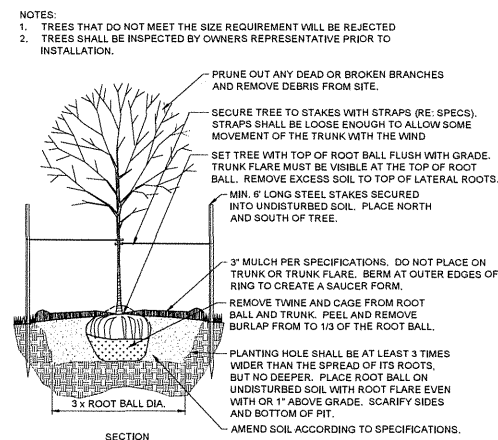
- NOTES:
1. EDGING PER SPECIFICATION L03 2.07 A. SET ALL EDGING 1" ABOVE FINISH GRADE (TURF) SURFACE AS SHOWN.
 2. EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR AND FLUSH WITH TOP OF CONCRETE.
 3. ALL JOINTS SHALL BE SECURELY STAKED.
 4. FINISH SHALL BE POWDER COAT, COLOR: GREEN. CONTRACTOR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

STEEL EDGING DETAIL - NTS



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

SHRUB PLANTING DETAIL - NTS



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

DECIDUOUS TREE PLANTING DETAIL - NTS

Sheet
L01

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

Cemetery Landscape Plan

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/15/18
2	PER CITY COMMENTS	11/05/18
3	PER CITY COMMENTS	11/05/18
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99	PER CITY COMMENTS	11/05/18
100	PER CITY COMMENTS	11/05/18

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SBS 100 CANAL STREET, SUITE 100
HOUSTON, TEXAS 77002
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Staff Analysis

<u>Agenda Item:</u>	6.A
<u>Proposal:</u>	Application for Subdivision – Final Plat for The Woods At Creekside Second Plat, a subdivision (2.31 acres, more or less) generally located on the northwest quadrant of the intersection of I-435 and Hwy 45 in Parkville, Mo.
<u>Staff Recommendation:</u>	Approval
<u>Case No:</u>	PZ20-18
<u>Applicant:</u>	Brian Mertz, Parkville Development 140, LLC
<u>Owners:</u>	Parkville, Development 140, LLC
<u>Location:</u>	Generally located on the northwest quadrant of the intersection of I-435 and Hwy 45 in Parkville, Missouri
<u>Zoning:</u>	“R-4-P” Mixed-Density Residential
<u>Parcel #s:</u>	Platte County parcel #20-4.0-18-000-000-010.003
<u>Exhibits:</u>	A. This Staff Analysis B. Application for Subdivision – Final Plat C. Subject Area Property Map D. The Woods At Creekside, Creekside Village & The New Parkville Cemetery At Creekside, A Subdivision in Parkville, Platte County, Missouri, Final Development Plan (prepared by Renaissance Infrastructure Consulting; dated March 25, 2020) 1. Sheet 1 of 15 (Cover Sheet) 2. Sheet 2 of 15 (Property Subdivision Plan) 3. Sheet 3 of 15 (Existing Conditions) 4. Sheet 4 of 15 (Property Subdivision Plan) 5. Sheet 5 of 15 (Development Plan) 6. Sheet 6 of 15 (Typical Street Sections) 7. Sheet 7 of 15 (Building Setback Plan North) 8. Sheet 8 of 15 (Building Setback Plan North) 9. Sheet 9 of 15 (Grading Plan North) 10. Sheet 10 of 15 (Grading Plan South) 11. Sheet 11 of 15 (Site Data) 12. Sheet 12 of 15 (Site Utility Plan) 13. Sheet 13 of 15 (Pedestrian Linkage Plan) 14. Sheet 14 of 15 (Vegetation Preservation Plan)

- 15. Sheet 15 of 15 (Cemetery Landscape Plan)
- E. Final Plat of The Woods At Creekside Second Plat (prepared by R.L. Buford & Associates, LLC; dated May 5, 2020)
- F. Additional exhibits as may be presented during the regular meeting

By Reference:

- A. Parkville Municipal Code, Title IV – Development Code in its entirety (<https://parkvillemo.gov/download/Ord2884.pdf>)
 - 1. Section 403.020, E. Final Plat
 - 2. Section 403.040 Master Planned Development
 - 3. Chapter 404 Subdivision Regulations
 - 4. Section 405.010 Zoning Districts Established
 - 5. Section 405.020 Districts & Uses
 - 6. Section 405.030 Standards Applicable to All Districts
- B. Parkville Master Plan (<http://parkvillemo.gov/departments/community-development-department/master-plan/>)
- C. The Woods At Creekside & Creekside Village, A Subdivision in Parkville, Platte County, Missouri, Preliminary Development Plan – Conditional Use (prepared by Renaissance Infrastructure Consulting; dated September 5, 2018)
 - 1. Sheet 1 of 17 (Cover Sheet)
 - 2. Sheet 2 of 17 (Existing Conditions)
 - 3. Sheet 3 of 17 (Property Subdivision Plan)
 - 4. Sheet 4 of 17 (Development Plan)
 - 5. Sheet 5 of 17 (Typical Street Sections)
 - 6. Sheet 6 of 17 (Building Setback Plan North)
 - 7. Sheet 7 of 17 (Building Setback Plan North)
 - 8. Sheet 8 of 17 (Site Data)
 - 9. Sheet 9 of 17 (Site Utility Plan)
 - 10. Sheet 10 of 17 (Pedestrian Linkage Plan)
 - 11. Sheet 11 of 17 (Preliminary Plat)
 - 12. Sheet 12 of 17 (Visionaire Lighting Photometric Study Pg. 1)
 - 13. Sheet 13 of 17 (Visionaire Lighting Photometric Study Pg. 2)
 - 14. Sheet 14 of 17 (Visionaire Lighting Photometric Study Pg. 3)
 - 15. Sheet 15 of 17 (Visionaire Lighting Photometric Study Pg. 4)
 - 16. Sheet 16 of 17 (Visionaire Lighting Photometric Study Pg. 5)
 - 17. Sheet 17 of 17 (Visionaire Lighting Photometric Study Pg. 6)
- D. City of Parkville staff review comments (dated August 21, 2018)
- E. City Engineer review comments (dated August 9, 2018)
- F. On-Call City Engineer review comments (dated September 5, 2018)
- G. Utility Provider Verification Correspondence
 - 1. Platte County Regional Sewer District (PCRSB; dated August 21, 2018)
 - 2. Missouri Gas Energy (dba Spire Energy; dated August 24, 2018)
 - 3. Consolidated Public Water Supply District No. 1 of Platte County (dated August 27, 2018)
 - 4. Missouri Department of Transportation (MoDOT; dated August 22, 2018)
 - 5. Platte County Planning and Zoning Department (dated August 28, 2018)
 - 6. Park Hill School District (PHSD; dated August 21, 2018)
- H. Public Comments provided for Case No. PZ18-17A, PZ18-17B, and PZ18-17C

- I. Creekside Development Applicant Presentation (provided at September 11, 2018 public hearing; prepared by Parkville Development 70, LLC; Parkville Development 38, LLC; Parkville Development 140, LLC; Parkville Development 50, LLC)
- J. Aerial Imagery of I-435 Corridor
- K. Notice of Public Hearing mailed certified mail to owners within 185 ft. of the subject property.
- L. Hearing notice published in The Platte County Citizen newspaper on August 22, 2018.
- M. Hearing notice published on the Parkville City webpage (<https://parkvillemo.gov/download/CreeksideHearingSummary.pdf>)
- N. Preliminary Macro-Stormwater Drainage Study Lakeside, Brush Creek Watershed (prepared by Renaissance Infrastructure Consulting; dated August 3, 2018)
- O. Case No. PZ18-17A – The Woods At Creekside - Zoning Map Amendment
- P. Case No. PZ18-17B – The Woods At Creekside - Preliminary Development Plan
- Q. Case No. PZ18-17C – The Woods At Creekside - Conditional Use Permit
- R. Case No. PZ18-12 – The Woods At Creekside First Plat – Final Plat
- S. Case No. PZ18-13 – The Woods At Creekside, Creekside Village & The New Parkville Cemetery At Creekside – Final Development Plan
- T. Professional Resume – Stephen Lachky, Community Development Director
- U. Professional Resume – Alysén Abel, Public Works Director
- V. Professional Resume – Nathan Hladky, City On-Call Engineer, Phelps Engineering, Inc.
- W. Staff analyses, exhibits and comments presented at the September 11, 2018 Planning and Zoning Commission public hearing (<https://vimeo.com/289405189>; <https://vimeo.com/289404155>; <https://vimeo.com/289404863>) and meeting minutes
- X. Staff analyses, exhibits and comments presented at the October 9, 2018 Planning and Zoning Commission public hearing (<https://vimeo.com/294291017>; <https://vimeo.com/294291196>; <https://vimeo.com/294292249>; <https://vimeo.com/294293144>) and meeting minutes
- Y. Staff analyses, exhibits and comments presented at the October 10, 2019 Planning and Zoning Commission public hearing (<https://vimeo.com/294490853>; <https://vimeo.com/294491598>) and meeting minutes
- Z. Staff analyses, exhibits and comments presented at the October 30, 2018 Board of Aldermen meeting (<https://vimeo.com/298093890>) and meeting minutes
- AA. Staff analyses, exhibits and comments presented at the November 6, 2018 Board of Aldermen meeting (<https://vimeo.com/299350151>) and meeting minutes
- BB. Summary of comments provided at September 11, 2018; October 9, 2018; and October 10, 2018 Planning and Zoning Commission public hearings; and October 30, 2018 and November 6, 2018 Board of Aldermen meetings
- CC. Ordinance No. 2970 – Rezoning a portion of one parcel of land (approximately 60.4 acres of total approximate 128.77 acres),

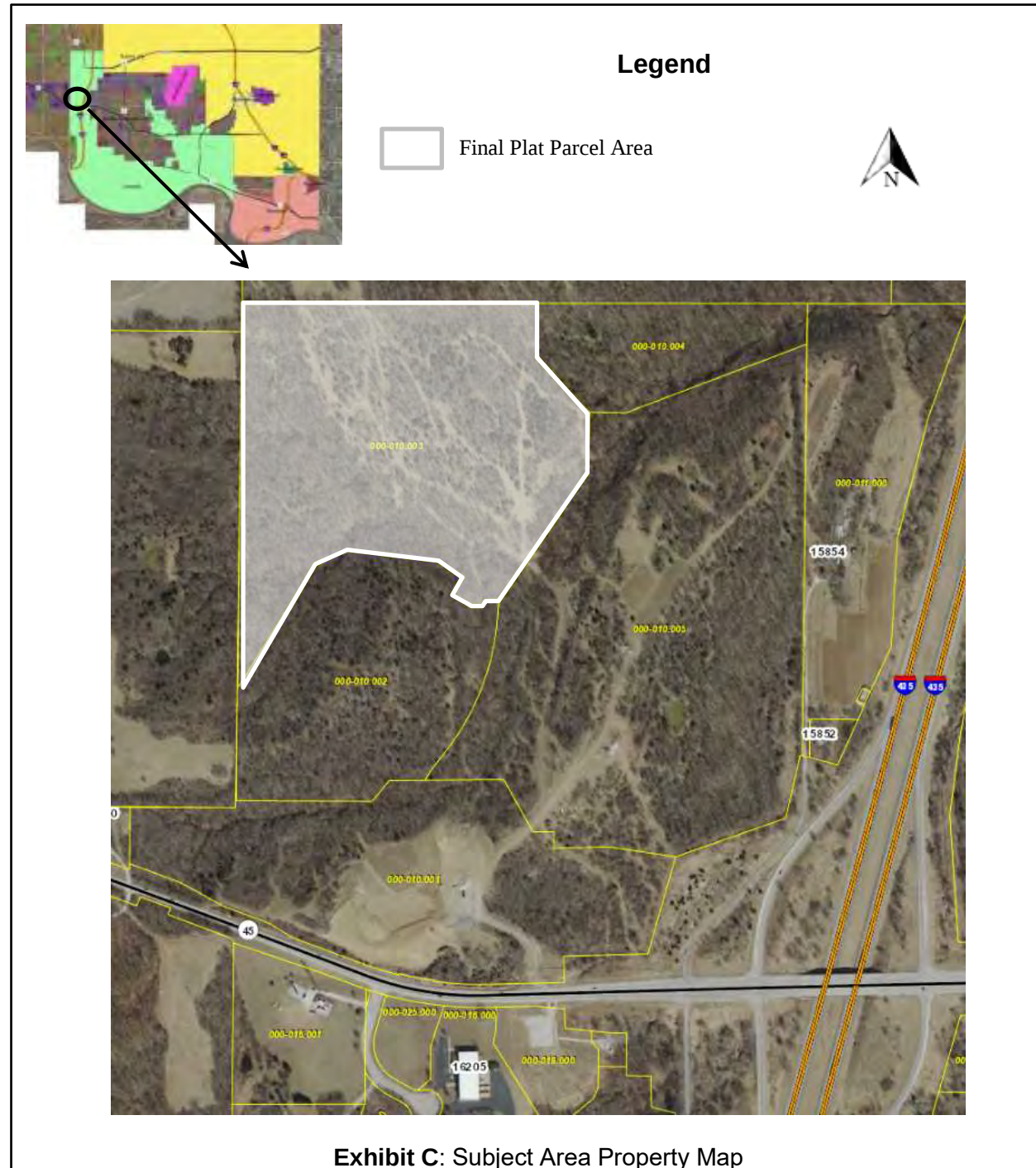
generally located on the northwest quadrant of the intersection of I-435 and Highway 45, from Platte County “R-7” Single-Family High Density District, Platte County “RMD” Residential Multiple Dwelling District and Platte County “RE” Rural Estates District to Parkville City “R-4-P” Mixed-Density Residential

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

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

Overview

The applicant proposes a final plat for The Woods At Creekside Second Plat, a subdivision (2.31 acres, more or less) generally located on the northwest quadrant of the intersection of I-435 and Hwy 45 in Parkville, Mo. The final plat (see Exhibit E) is the second phase of implementing The Woods At Creekside (32.14 acres total, more or less) which is part of The Woods At Creekside & Creekside Village planned residential development (see Exhibits D); and proposes right-of-way (60 ft. in width) for Homer Parkway to serve as a collector road for the development.



The subject area property under consideration is generally located at the northwest quadrant of the intersection of I-435 and Hwy 45 in Parkville, MO 64152; and the subject property is part of The Woods At Creekside & Creekside Village planned residential development (approved on November 6, 2018 via ordinance no. 2971). The approved preliminary development plan consists of 118 single-family homes and 176 townhome units in 44 buildings (34.65 acres, more or less). This development resides on Platte County parcel #20-4.0-18-000-000-010.003 (35.38 acres, more or less). The plat itself totals 2.31 acres.

Background

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



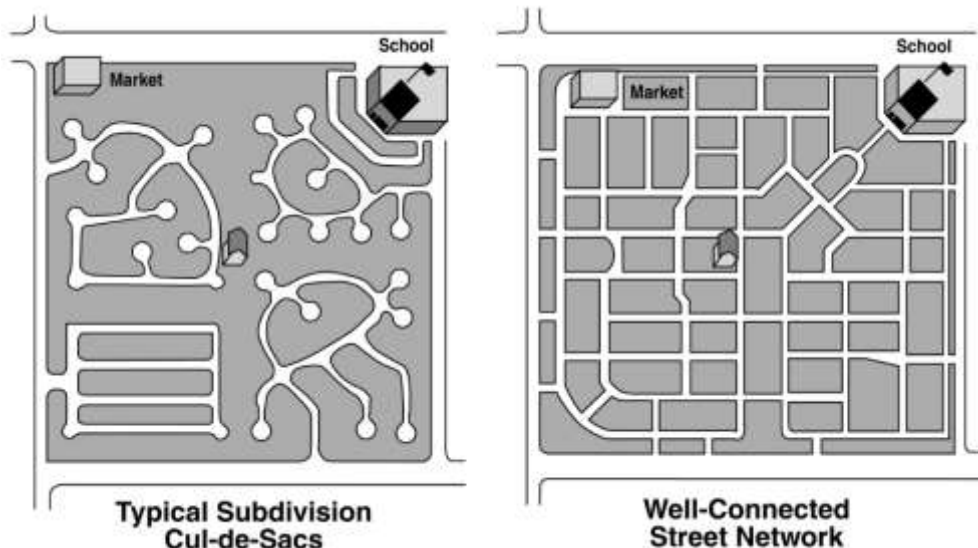
Review and Analysis

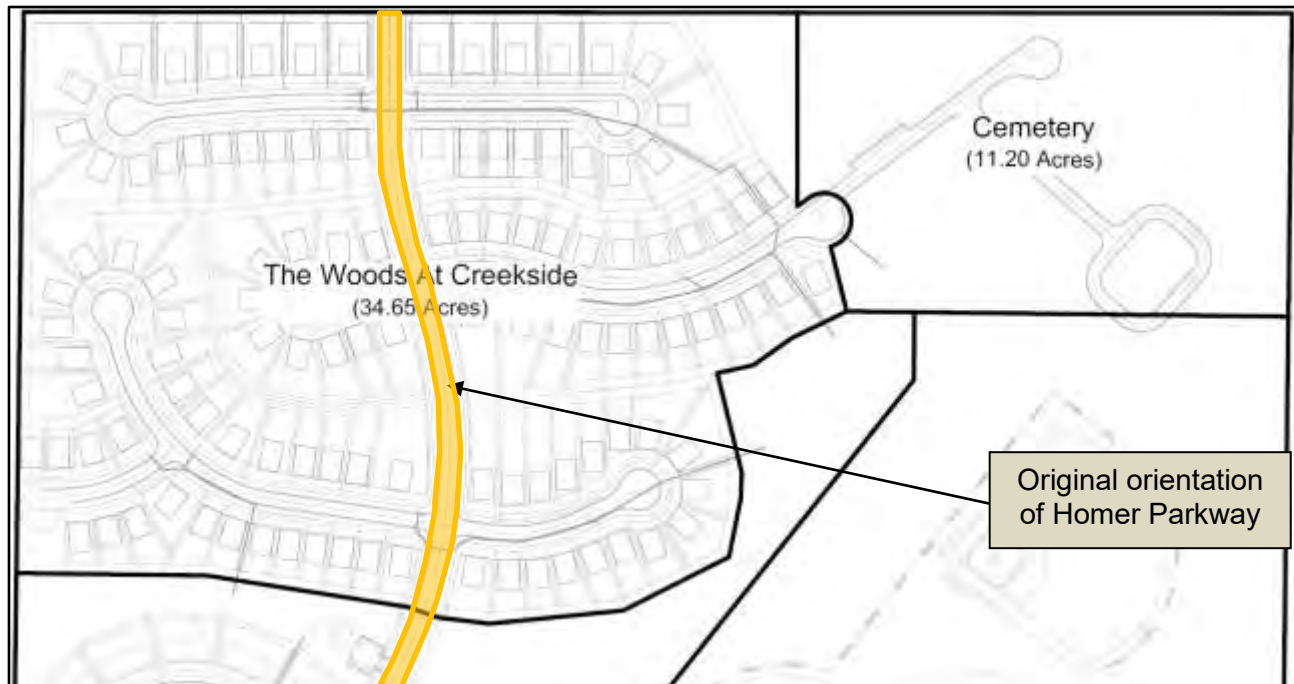
Plat applications are required to establish or alter the legal boundaries of property, and to account for public facilities, infrastructure, development patterns, public realm design or other long-range growth and development considerations prior to potential fracturing of ownership. Preliminary plats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

Parkville Municipal Code, Section 403.040, Subsection A. states, *“The planned development process involves at least two steps — the preliminary development plan, and the final development plan. In many cases land will need to be subdivided in order to carry out a development plan. The subdivision process is a separate process and may run concurrently with or following the planned development process.”* Section 403.020, Subsection E. provides criteria for how the Planning and Zoning Commission shall determine if a final plat is appropriate. The following are staff’s findings and conclusions for the final plat application (Case No. PZ20-18).

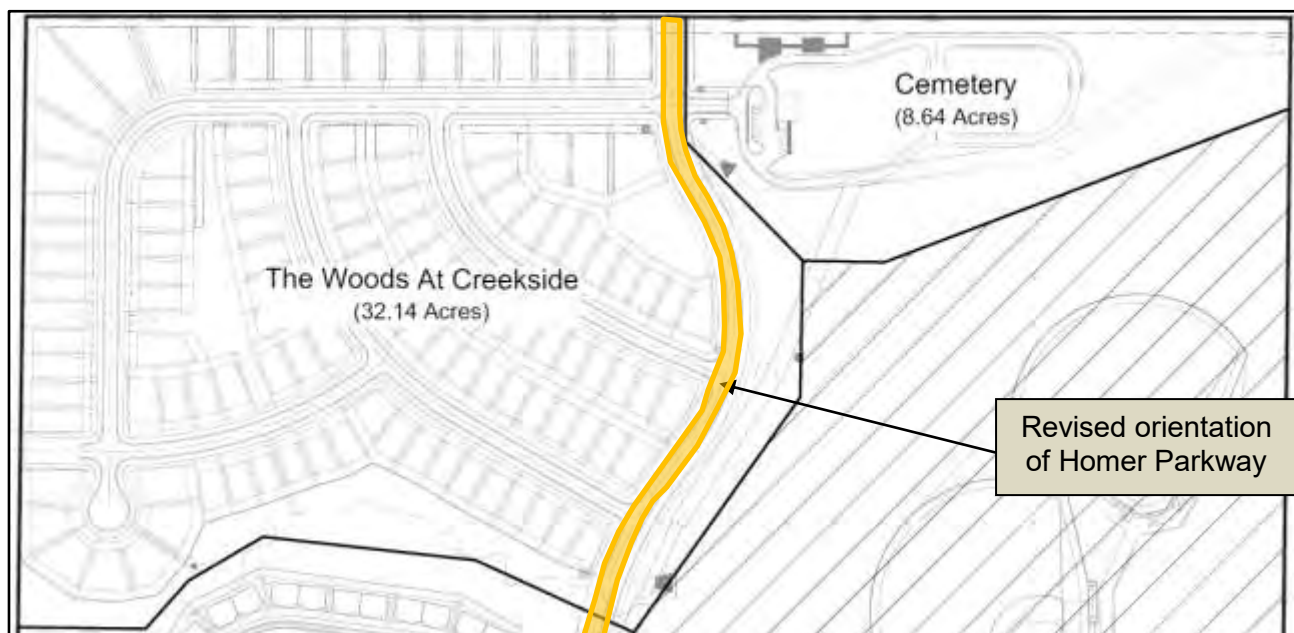
- 1. The layout and design of the final plat is substantially consistent with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated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

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

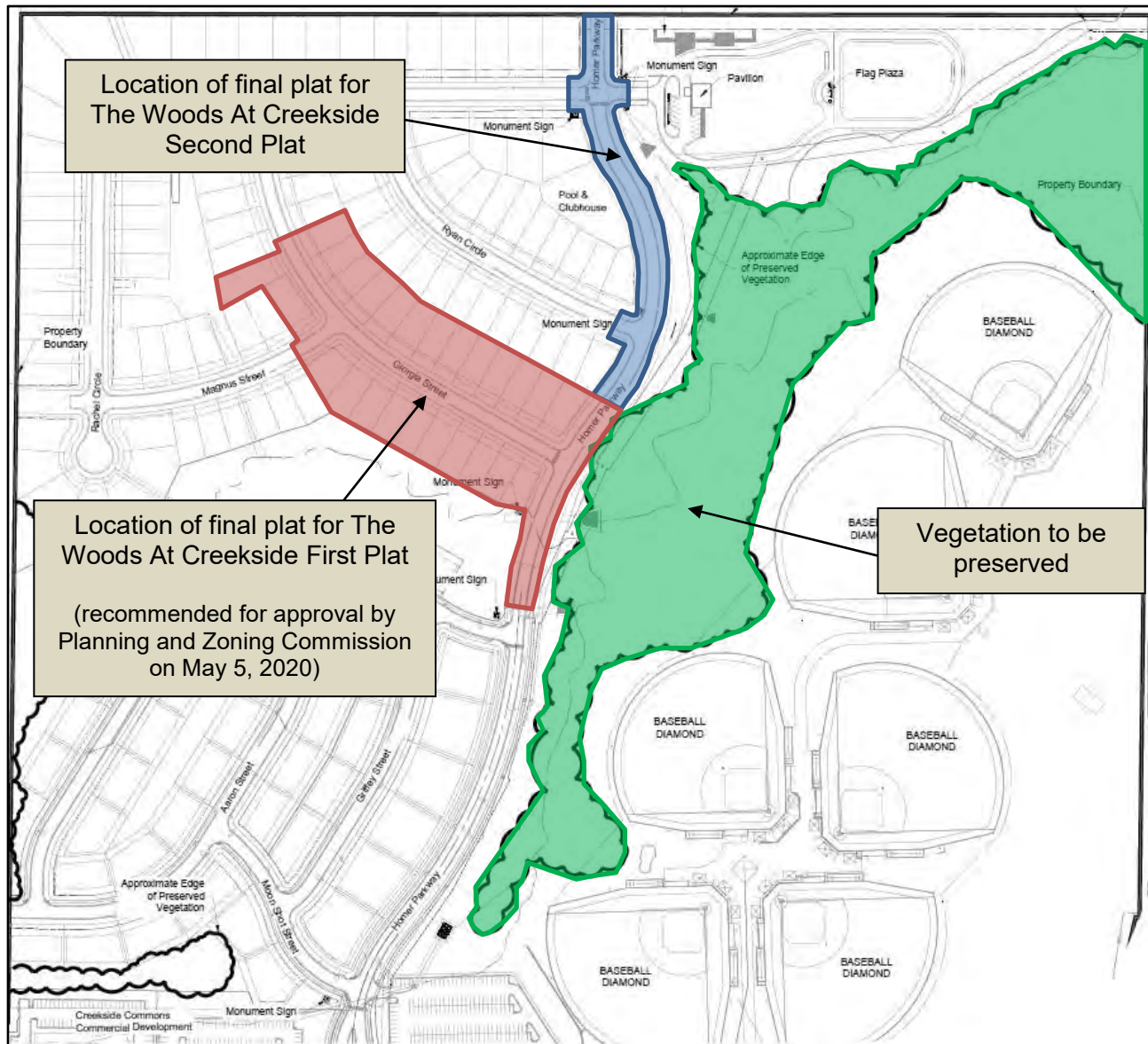




Original layout of The Woods At Creekside residential development (dated September 5, 2018)



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



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

By revising the orientation of Homer Parkway to run more adjacent along Brush Creek, and remove single-family home development to the east of Homer Parkway, the layout of The Woods At Creekside will be altered; but this wouldn't substantially reduce the number of lots or parcels to the overall The Woods At Creekside development, reducing the number from the preliminary development plan (total of 118 single-family lots) to the final development plan (total of 115 single-family lots) by a total of three lots. An additional lot for a dedicated pool and clubhouse will also be added. Finally, an additional tract of dedicated open space will also be added between Magnus Street and Rachel Circle for the purposes of stormwater management. The Woods At Creekside Second Plat proposes right-of-way (60 ft. in width) for Homer Parkway, to serve as the collector road for the development.

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

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

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

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

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

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

Cluster Development

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



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

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

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

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

Staff Conclusion and Recommendation

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

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

Necessary Action

Following consideration of the Application for Subdivision – Second Plat, supporting information, associated exhibits, factors discussed above and any testimony presented at the meeting, the Planning and Zoning Commission should recommend approval (with or without conditions), denial, or postpone the application for further consideration. If approved subject to conditions, the conditions should be noted for the record. Unless postponed, the Planning and Zoning Commission's action will be forwarded to the Board of Aldermen on June 16, 2020 for first action.

End of Memorandum



Stephen Lachky, AICP, CPM, CFM

05-29-2020

Date