BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, January 30, 2024 7:00 PM
City Hall Board Room

Next numbers: Bill No. 3283 / Ord. No. 3216

1. CALL TO ORDER

A. Roll Call

B. Pledge of Allegiance

2. CITIZEN INPUT

A. Proclaim February 2024 as National Girls and Women in Sports Month

B. Platte County Recorder of Deeds Chris Wright regarding initiative to protect property owners from deed/title theft

3. CONSENT AGENDA

A. Approve the minutes for the January 16, 2024, regular meeting

B. Approve the minutes for the January 16, 2024, work session

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. Review and approve the audit for fiscal year 2022 as prepared by Hood & Associates, CPAs, P.C. (Administration)

B. Approve Resolution No. 24-002 to authorize the mayor to execute a termination of water service agreement with Missouri-American Water Company (Administration)

C. Approve Resolution No. 24-003 authorizing the mayor to execute a real estate donation agreement with River North Development LLC for the Parkville Commons 8th Plat (Administration)

D. Adopt an ordinance to approve the second amendment to the tax increment financing contract with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan (Community Development)

E. Adopt an ordinance to approve a preliminary development plan for Chase Bank, a financial institution on Lot 4 of APEX Plaza - Case No. PZ23-36; Cumulus Design, applicant (Community Development)

General Agenda Notes:
The agenda closed at noon on January 25, 2024. 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 January 30, 2024.

5. STAFF UPDATES ON ACTIVITIES

A. Administration

B. Police Department

C. Community Development

  1. Development Updates

D. Public Works

E. Parks & Recreation

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

7. UPCOMING MEETINGS

A.
- Tuesday, February 6, 2024, at 7:00 p.m.
- Tuesday, February 20, 2024, at 7:00 p.m.
- Tuesday, March 5, 2024, at 7:00 p.m.
- Tuesday, March 19, 2024, at 7:00 p.m.

8. EXECUTIVE SESSION

A. The Board of Aldermen may enter into closed session pursuant to:

- RSMo. 610.021(1) for legal actions, litigation and attorney-client communication
- RSMo. 610.021(2) for real estate matters
- RSMo. 610.021(3) and/or (13) for personnel matters
- RSMo. 610.021(12) for sealed bids and contract negotiations

9. ADJOURN

Posted Date & Time: 1/26/24; 3:42 p.m. By: JK

HOMETOWN U
PARK UNIVERSITY

PROCLAMATION

NATIONAL GIRLS & WOMEN IN SPORTS MONTH

WHEREAS, National Girls & Women in Sports Day (NGWSD) originated in 1987 as a special day in our nation's capital to honor and recognize the achievements of women in sports; and

WHEREAS, in 1987, NGWSD also served as a tribute to Olympic volleyball player Flo Hyman, commemorating her outstanding athletic accomplishments and unwavering dedication to promoting equality in women's sports; and

WHEREAS, NGWSD evolved into an annual event aimed at acknowledging the accomplishments of girls and women in sports, highlighting the positive impact of sports participation, and emphasizing the ongoing efforts for gender equality in sports; and

WHEREAS, this celebration serves as an inspiration for girls and women to engage in sports actively, fostering the realization of their full potential; and

WHEREAS, the confidence, strength, and character cultivated through sports participation are essential tools that empower girls and women to emerge as strong leaders in both the realm of sports and life; and

WHEREAS, Park University women student-athletes have distinguished themselves as exceptional ambassadors for the City; and

WHEREAS, the Park University Women's Volleyball Team clinched the National Association of Intercollegiate Athletics National Championship in 2014 and 2018; and

WHEREAS, fourteen women and two women's teams have been rightfully enshrined in the Park Pirates Wall of Honor; and

WHEREAS, women student-athletes proudly represent Park University and the City across eight women's teams and one co-educational team; and

WHEREAS, the Park University Athletics Department is committed to raising awareness and funds for women's athletics at its annual Arrr & Arrr event at the Breckon Sports Center on February 22, 2024.

NOW THEREFORE, LET IT BE RESOLVED that the Board of Aldermen hereby recognizes and celebrates the significance of National Girls & Women in Sports Day. We commend the achievements of girls and women in sports, salute the positive impact of sports participation and reaffirm our commitment to advancing equality for women in sports.

NOW, THEREFORE, I, Dean Katerndahl, Mayor of the City of Parkville, Missouri, do hereby declare February as National Girls & Women in Sports month and February 7, 2024, as the 38th anniversary.

Signed and dated this 30th day of January 2024.

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Mayor Dean Katerndahl

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:07 p.m. at City Hall, 8880 Clark Avenue, Parkville, Missouri on January 16, 2024, and was called to order by Mayor Dean Katerndahl. City Clerk Melissa McChesney called the roll as follows:

Present:
Ward 1 Alderman Philip Wassmer
Ward 2 Alderman Brian T. Whitley
Ward 2 Alderman Bob Bennett
Ward 3 Alderman Douglas Wylie
Ward 3 Alderman Stephen Melton
Ward 4 Alderman Michael Lee
Ward 4 Alderman Allyson Berberich

Absent:
Ward 1 Alderman Tina Welch - *with prior notice*

A quorum of the Board of Aldermen was present.

The following staff was also present:
Bryan Kidney, Deputy City Administrator/Finance Director
Kevin Chrisman, Police Chief
Dan Harper, Public Works Director
Stephen Lachky, Community Development Director
Brittanie Propes, Parks & Recreation Director
Chris Ashley, Parks & Recreation Project Manager
John Mautino, City Attorney

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

2. CITIZEN INPUT

Mayor Katerndahl recognized Police Chief Kevin Chrisman for 15 years with the City.

A. **Recognize 2023 Friends of Parkville Nature Sanctuary Amateur Photo Contest Winners**

Nature Sanctuary Director Kristen Bontrager introduced Friends of Parkville Nature Sanctuary (FOPNS) photo contest chair Brent Frazee and new president Dan Day. Day thanked Parkville Coffee for being a sponsor for the monthly contest winners and Backyard Bird Center for being a sponsor for the photo of the year.

Frazee said the contest was created in 2017 to draw attention to the sanctuary and highlight amateur photographers. A panel of judges voted on a painting each month and the photo of the year was voted on by the FOPNS Board. He thanked City Clerk Melissa McChesney for putting together the presentation.

Day and Frazee introduced and presented certificates to the winners for each month. The

2023 Photo of the Year was "Best of Snow" by Doug Thomas.

3. CONSENT AGENDA

A. Approve the minutes for the December 19, 2023, regular meeting

B. Approve the minutes for the December 19, 2023, work session

C. Receive and file the crime statistics for January through November 2023

D. Approve Resolution No. 24-001 endorsing an application for the Platte County Outreach Grant Program for improvements to the entrance bridge in Platte Landing Park

E. Approve a three-year contract with AT&T for dedicated fiber service at City Hall

Mayor Katerndahl removed Item 3E from the consent agenda.

ACTION: IT WAS MOVED BY ALDERMAN WHITLEY AND SECONDED BY ALDERMAN WYLIE TO **APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTIONS, AS AMENDED.**

RESULT: MOTION PASSED 7-0.

4. ACTION AGENDA

A. **Adopt an ordinance to approve an agreement with Platte County for maintenance and use of the Brush Creek Trail**

Parks and Recreation Director Brittanie Propes stated that the Brush Creek Trail was a new two-mile, 10-foot wide concrete trail that connected River Road to the Creekside development. Platte County funded the design and construction and, per the agreement, the County would be responsible for capital improvements and the City would be responsible for daily operations and maintenance of the two miles of trail; staff would look into adding trash cans, dog waste receptacles and possibly benches and would plan on removing and trimming trees. The Thousand Oaks Homeowners Association planned to extend the trail into the development and the Platte County School District planned to expand the trail to the new elementary school. She noted that the City's insurer Midwest Public Risk would complete an assessment in the spring.

Discussion focused on distribution of the use tax revenue for trails and the trail connection to Thousand Oaks.

ACTION: IT WAS MOVED BY ALDERMAN WHITLEY AND SECONDED BY ALDERMAN WYLIE TO APPROVE BILL NO. 3282, AN ORDINANCE **APPROVING THE AGREEMENT WITH PLATTE COUNTY FOR THE MAINTENANCE AND USE OF THE BRUSH CREEK TRAIL,** ON FIRST READING.

RESULT: MOTION PASSED 7-0.

ACTION: IT WAS MOVED BY ALDERMAN WHITLEY AND SECONDED BY ALDERMAN WYLIE TO APPROVE BILL NO. 3282, AN ORDINANCE **APPROVING THE AGREEMENT WITH PLATTE COUNTY FOR**

THE MAINTENANCE AND USE OF THE BRUSH CREEK TRAIL, ON SECOND READING TO BECOME ORDINANCE NO. 3215.

RESULT: MOTION PASSED 7-0.

AYES: PHILIP WASSMER, BRIAN T. WHITLEY, BOB BENNETT, DOUGLAS WYLIE, STEPHEN MELTON, MICHAEL LEE, ALLYSON R. BERBERICH

NOES: NONE

ABSTAIN: NONE

5. STAFF UPDATES ON ACTIVITIES

A. **Administration**

C. **Community Development**

1. **Development Updates**

Community Development Director Stephen Lachky said that a groundbreaking ceremony for the new school at Creekside was scheduled for February 29.

B. **Police Department**

Police Chief Kevin Chrisman said that Whataburger opened on January 8 and the department was prepared to address any traffic issues. He provided final counts for the Park University deer hunts that ended on January 15, noting that a total of 18 deer were taken, which was consistent with prior years.

E. **Parks & Recreation**

Parks and Recreation Director Brittanie Propes said she would provide an update to the wetlands project at a future meeting; staff was working with BBN Architects on the plans for the farmers market structure and a presentation would be made to the Board in the middle of the design phase; the steering committee for the Parks Master Plan would meet later in the month to ask questions, to understand the timeline and to determine a direction for the community engagement.

D. **Public Works**

Public Works Director Dan Harper said that the Platte County Regional Sewer District took over operation of the City sewer system in December 2023. He provided statistics on the three winter storms since the December 19 Board of Aldermen meeting, noting that 12 employees that run snow plows worked on two holidays and two overnight shifts; the fleet included ten trucks and one snow blower; approximately one-half of the salt dome was used to treat the roads; one frozen pipe at the street barn was repaired in-house; staff completed pre-treatment, plowing, clean-up and tree removal; there were not any City wrecks during the events; there were not any property damage claims received; and six requests were received for specific treatments in areas of town. He added that straight salt was used, instead of a salt/sand mixture, and sand was used at limited times because of the low temperatures.

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

Alderman Whitley stated that he met with Main Street Parkville Association Executive Director Alisha Blackwelder on December 27 to discuss a payment option that was used in a downtown businesses for international students, of which they were looking to expand to other businesses. He also said that Chris Wright, Platte County Recorder of Deeds, wanted to attend an upcoming Board of Aldermen meeting to provide information about an initiative to protect property owners from deed/title theft.

7. UPCOMING MEETINGS

8. EXECUTIVE SESSION

9. ADJOURN

Mayor Katerndahl declared the meeting adjourned at 7:58 p.m.

The minutes for January 16, 2024, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the thirtieth day of January 2024.

Submitted by:

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City Clerk Melissa McChesney

1. GENERAL AGENDA

Mayor Dean Katerndahl opened the work session at 5:37 p.m. on January 16, 2024, at City Hall, 8880 Clark Avenue, Parkville, Missouri. In attendance were aldermen Philip Wassmer, Brian T. Whitley, Bob Bennett, Douglas Wylie, Stephen Melton, Michael Lee and Allyson R. Berberich.

The following staff was also present:

Bryan Kidney, Deputy City Administrator/Finance Director
Kevin Chrisman, Police Chief
Dan Harper, Public Works Director
Stephen Lachky, Community Development Director
Brittanie Propes, Parks & Recreation Director
John Mautino, City Attorney

A. Parkville ADA Transition Plan

Community Development Director Stephen Lachky provided a quick summary of the project and introduced Mark Trieglaff, ACT Services Consulting. Trieglaff presented an overview of the Americans with Disabilities Act (ADA) Transition Plan; presentation attached as Exhibit A.

Discussion focused on when ADA needed to be considered when improvements were made, City staff would prioritize projects based on the final report, the improvements that would be made to Bell Road and Route 9 downtown would be ADA-compliant and the City would designate an employee to be responsible for addressing ADA issues.

B. Tax increment financing contract amendment with CBC Parkville, LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan to allow for a non-sales tax generating business on Lot 4 of CBC Real Estate APEX Plaza

Community Development Director Stephen Lachky stated that CBC Parkville was requesting an amendment to the tax increment financing (TIF) contract for Redevelopment Area 2 of the Parkville Market Place TIF that bound the City with the developer of APEZ Plaza. In 2017, the City approved a property tax abatement and economic activity taxes from retail sales to reimburse costs to the developer. Lachky said that three of the four lots were developed. The request was to amend Lot 4 from a retail use to a non-retail use, such as a bank, because they had challenges finding retail for the lot. The City's financial advisor, Columbia Capital, provided calculations to determine the amount needed from the developer to make the City whole for a non-retail business. The City Attorney was reviewing the proposed amendment that would include the total payout amount to the City.

John Davis, Foresight Real Estate Services, said that positive points of the development included higher assessed values than anticipated and sales taxes collected from Westlake Ace Hardware were more than double what was projected.

Dan Carr, CBC Parkville, stated that Lot 4 would include a single-tenant building and the City would be provided an up-front payment when the sale of the property with the bank was closed.

Discussion focused on the parking space difference between retail use and bank use and the smaller footprint for a bank compared to the original plan. The TIF contract amendment would be presented to the Board of Aldermen on January 30.

2. ADJOURN

The work session ended at 7:00 p.m.

The work session minutes for January 16, 2024, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the thirtieth day of January 2024.

Submitted by:

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City Clerk Melissa McChesney

ITEM 4.A.
For 1/30/2024
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 24, 2024

Prepared By:
Bryan Kidney, Deputy City Administrator/Finance Director

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Review and approve the audit for fiscal year 2022 as prepared by Hood & Associates, CPAs, P.C. (Administration)

BACKGROUND:
The City contracts with Hood and Associates, CPAs to conduct the annual audit of the City's financial statements. The 2022 audit was completed on December 27, 2023. Mr. Michael Keenan will review the reports and required communication at the meeting.

STRATEGIC GOAL(S):
Operational Excellence

BUDGET IMPACT:
There is no cost associated with the presentation.

ALTERNATIVES:

1. Accept the audited financial statements, required communications, and single audit report for the fiscal year ended December 31, 2022
2. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:
The 2022 audit was presented to the Finance Committee on January 22, 2024, for discussion.

STAFF RECOMMENDATION:
Accept the audited financial statements, required communications, and single audit report for fiscal year 2022.

POLICY:
Section 143.010 of the Parkville Municipal Code states that the Finance Committee shall review and comment on the annual audit prior to the presentation to the Board of Aldermen.

SUGGESTED MOTION:
I move to approve the audit for fiscal year 2022, as prepared by Hood & Associates, CPAs, P.C.

ATTACHMENTS:
1. 2022 Audit
2. Single Audit Report

3. Required Communication & Management Letter

City of Parkville, Missouri

Basic Financial Statements
With
Independent Auditor's Report

For the Year Ended
December 31, 2022

CITY OF PARKVILLE, MISSOURI

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HOOD AND ASSOCIATES CPAs, PC

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Board of Aldermen
City of Parkville, Missouri

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Parkville, Missouri (the City), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Parkville, Missouri and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As described in Note 1 to the financial statements, in 2022, the City adopted new accounting guidance, Government Accounting Standards Board (GASB) No. 87 Leases. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Parkville, Missouri's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Parkville, Missouri's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Parkville, Missouri's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and related directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated December 27, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Hood & Associates CPAs PC

Kansas City, Missouri
December 27, 2023

As management of the City of Parkville (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the year ended December 31, 2022. We encourage readers to consider the information presented here in conjunction with the basic financial statements and the accompanying notes to those basic financial statements.

Financial Highlights

1. The assets and deferred outflows of the City of Parkville exceeded its liabilities and deferred inflows at the close of the year by $21,990,091 (net position), an increase of $1,647,271 over the prior year.

2. As of the close of the current year, the City's governmental funds showed a combined ending balance of $5,605,347, an increase of $452,004 from the prior year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: government-wide financial statements, fund financial statements, and notes to the basic financial statements. This report also contains required and other supplementary information in addition to the basic financial statements.

Reporting the City as a Whole

Our analysis of the City as a whole begins on page 6. One of the most important questions asked about the City's finances is, "Is the City as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities reports information about the City as a whole and its activities in a way that helps answer this question. These statements include all assets, deferred outflows, liabilities, and deferred inflows using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

The Statement of Net Position and the Statement of Activities report the City's net position and changes in it. You can think of the City's net position—the difference between assets and deferred outflows less liabilities and deferred inflows—as one way to measure the City's financial health, or financial position. Over time, increases or decreases in the City's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the City's property tax base and the condition of the City's roads, to assess the overall health of the City.

To aid in the understanding of the Statement of Activities, some additional explanation is given. Of particular interest is that the format is significantly different than a typical Statement of Revenues, Expenses, and Changes in Fund Balance. You will notice that expenses are listed in the first column with revenues from that particular program reported to the right. The result is a Net (Expense)/Revenue. The reason for this kind of format is to highlight the relative net financial costs of each of the functions on the City's taxpayers. It also identifies how much each function draws from the general revenues or if it is self-financing through fees and grants.

In the Statement of Net Position and the Statement of Activities, we divide the City into two kinds of activities:

Governmental activities—Most of the City's basic services are reported here, including general government, public safety, public works, parks and recreation, and community development. Taxes, (sales, property, and franchise) charges for services, fines, and state and federal grants finance most of these activities.

Business-type activities—The City charges a fee to customers to help it cover all or most of the cost of certain services it provides. The City's sanitary sewer fund activities are reported here.

Reporting the City's Most Significant Funds - Fund Financial Statements

The fund financial statements begin on page 13 and provide detailed information about the most significant funds—not the City as a whole. Some funds are required to be established by State law and by bond covenants. The City establishes other funds to help it control and manage money for particular purposes. The City uses three types of funds to manage its resources: governmental, proprietary, and agency funds. A fund is a fiscal entity with a set of self-balancing accounts recording financial resources, together with all related liabilities and residual equities and balances, and the changes therein. These accounting entities are separated for the purpose of carrying on specific activities or attaining certain objectives in accordance with regulations, restrictions, or limitations.

Governmental funds—Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in the reconciliation following the fund financial statements.

Proprietary funds—When the City charges customers for the services it provides, these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. In fact, the City's sewer enterprise fund is the same as the business-type activities we report in the government-wide statements but provides more detail and additional information, such as cash flows.

Fiduciary Funds—Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements since the resources of those funds are not available to support the City's operations. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also contain certain *required supplemental information* that further explains and supports the information in the financial statements. This report also contains *other supplementary information* that provides certain combining and individual fund statements and schedules.

Government-Wide Financial Analysis

Our analysis below focuses on net position (Figure 1) and changes in net position (Figure 2) of the governmental and business-type activities.

Figure 1 – Statement of Net Position

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Current and other assets	$ 15,726,673	$ 15,803,930	$ 1,156,256	$ 1,227,610	$ 16,882,929	$ 17,031,540
Capital assets	15,269,691	14,573,398	3,561,003	3,611,396	18,830,694	18,184,794
Total assets	30,996,364	30,377,328	4,717,259	4,839,006	35,713,623	35,216,334
Deferred amount on refunding	12,358	15,325	-	-	12,358	15,325
Deferred outflows - pension	334,568	302,492	-	-	334,568	302,492
Total deferred outflows of resources	346,926	317,817	-	-	346,926	317,817
Long-term debt	10,733,680	11,823,464	377,918	550,837	11,111,598	12,374,301
Other liabilities	1,561,774	1,556,566	192,893	104,210	1,754,667	1,660,776
Total liabilities	12,295,454	13,380,030	570,811	655,047	12,866,265	14,035,077
Deferred inflow - leases	324,798	-	-	-	324,798	-
Deferred inflow - property taxes	383,323	279,446	-	-	383,323	279,446
Deferred inflow - pension	260,530	620,173	-	-	260,530	620,173
Deferred amount on refunding	235,542	256,635	-	-	235,542	-
Total deferred inflows of resources	1,204,193	1,156,254	-	-	879,395	899,619
Net position:						
Net investment in capital assets	11,259,898	9,955,376	3,183,085	3,060,559	14,442,983	13,015,935
Restricted	2,598,233	2,835,521	174,634	170,290	2,772,867	3,005,811
Unrestricted	3,985,512	3,367,964	788,729	953,110	4,774,241	4,321,074
Total net position	$ 17,843,643	$ 16,158,861	$ 4,146,448	$ 4,183,959	$ 21,990,091	$ 20,342,820

Net position may serve over time as a useful indicator of a government's financial position. The City of Parkville's assets and deferred outflows exceeded liabilities and deferred inflows by $21,990,091 at the close of the year ended December 31, 2022.

Figure 2 – Statement of Changes in Net Position

	Governmental Activities		Business-type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues:						
Program revenues:						
Charges for services	$ 1,003,559	$ 1,107,311	$ 1,735,521	$ 1,628,972	$ 2,739,080	$ 2,736,283
Operating grants and contributions	348,124	424,090	-	-	348,124	424,090
Capital grants and contributions	3,629,190	3,520,049	21,132	17,663	3,650,322	3,537,712
General revenues:						
Property taxes	2,282,158	1,969,725	-	-	2,282,158	1,969,725
Sales taxes	3,586,772	3,042,926	-	-	3,586,772	3,042,926
Franchise taxes	894,393	812,268	-	-	894,393	812,268
Intergovernmental activity taxes	250,075	218,543	-	-	250,075	218,543
Other taxes	67,178	6,410	-	-	67,178	6,410
Gain on sale of assets	3,535	36,660	-	-	3,535	36,660
IntereOther	399,398	99,676	25,311	7,007	424,709	106,683
Total revenues	12,464,382	11,237,658	1,781,964	1,653,642	14,246,346	12,891,300
Expenses:						
General government	1,762,311	1,649,704	-	-	1,762,311	1,649,704
Public safety	1,701,816	1,564,058	-	-	1,701,816	1,564,058
Public works	2,998,301	5,788,532	-	-	2,998,301	5,788,532
Parks and recreation	1,337,604	812,238	-	-	1,337,604	812,238
Community development	2,832,615	952,431	-	-	2,832,615	952,431
Interest on long-term debt	146,953	231,620	-	-	146,953	231,620
Sewer	-	-	1,819,475	1,695,302	1,819,475	1,695,302
Total expenses	10,779,600	10,998,583	1,819,475	1,695,302	12,599,075	12,693,885
Change in net position	1,684,782	239,075	(37,511)	(41,660)	1,647,271	197,415
Net position, beginning	16,158,861	15,919,786	4,183,959	4,225,619	20,342,820	20,145,405
Net position, ending	$ 17,843,643	$ 16,158,861	$ 4,146,448	$ 4,183,959	$ 21,990,091	$ 20,342,820

The City's net position increased $1,647,271 during the 2022 fiscal year. Of the total, governmental activities net position increased $1,684,782 and business-type activities net position decreased by $37,511. Total 2022 governmental revenues increased $1,226,724 from 2021 primarily due to increases in property taxes (PILOTS), sales taxes, franchise taxes and insurance proceeds. Sales taxes increased $543,846 primarily from increased economic activity from the Creekside development. Total governmental activities expenses decreased $218,983. Contributing factors include a decrease in Public Works expenses of $2,790,231 mainly from less Route 9 expenses than in 2021. Community Development expenses increased $1,880,184 over 2021 primarily due to Creekside developer reimbursements and Creekside land acquisition payments to the City.

Total 2022 business-type activities charges for services revenues increased $106,549 from 2021. Total business-type expenses increased $124,173 from 2021 primarily resulting from increases in line maintenance and repairs.

Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balances may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As mentioned earlier in this analysis, at the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $5,605,347. Of this amount $4,388,225 is *non-spendable, restricted, committed or assigned* for various purposes and $1,217,122 is unassigned.

The General Fund is the main operating fund of the City. At the end of the current fiscal year the general fund balance was $2,696,171. As a measure of the general fund's liquidity, it is useful to compare unassigned fund balance to total fund expenditures. Unassigned fund balance represents 23.1% of total general fund expenditures. Included in the general fund's committed fund balance is the City's emergency reserve fund which totaled $1,332,108 at December 31, 2022.

The City's fund balance of the general fund increased $621,760 during the current fiscal year. General Fund revenues increased by $269,919 from 2021 primarily related to increases in tax revenues of $333,987. 2022 General Fund expenditures were approximately $329,172 more than 2021 primarily due to parks and recreation.

At December 31, 2022, the Transportation Sales Tax Fund has an ending fund balance of $367,769. The fund balance increased $75,924 during the year mainly due to increases in taxes and intergovernmental revenues.

The Debt Service Fund has a total fund balance of $88,068, all of which is restricted for the payment of principal, interest, and fees.

The Capital Projects Fund has a total fund balance of $310,943, an increase of $67,532 from 2021.

Proprietary Fund

The City's proprietary fund provides the same type of information found in the government-wide financial statements, but in more detail. The net position of the sewer fund at the end of the year totaled $4,146,448 of which $788,729 is unrestricted. The sewer fund's net position decreased by $37,511 from the prior year.

General Fund Actual to Budget Analysis

Actual revenues exceeded budgeted revenues by $362,175 primarily related to taxes and intergovernmental revenues. Actual expenditures were $153,400 under the final budget. The City routinely outperforms budget due to careful management, conservative budgeting, and personnel savings due to routine vacancies throughout the year. Costs were managed well below budget.

Capital Asset and Debt Administration

Capital Assets

At the end of year, the City had $18,830,694 invested in capital assets including land, construction in progress, buildings, equipment, vehicles, infrastructure, and sewer lines net of accumulated depreciation. (See table below) This represents a net increase of $645,900 from last year as current year capital asset additions primarily related to contributed infrastructure assets exceeded depreciation expense.

City of Parkville, Missouri
Capital Assets (Net of Depreciation)

Additional information on the City's capital assets can be found in Note 7 in the Notes to the Basic Financial Statements.

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land	$ 2,719,880	$ 2,719,880	$ 81,783	$ 59,975	$ 2,801,663	$ 2,779,855
Construction in progress	24,759	-	-	-	24,759	-
Buildings and improvements	2,990,769	3,046,241	1,143,447	1,163,735	4,134,216	4,209,976
Equipment and vehicles	298,737	382,095	23,930	4,926	322,667	387,021
Infrastructure	9,235,546	8,425,182	2,311,843	2,382,760	11,547,389	10,807,942
Total	$ 15,269,691	$ 14,573,398	$ 3,561,003	$ 3,611,396	$ 18,830,694	$ 18,184,794

Long-Term Obligations - At the end of the current fiscal year, the City had total long-term obligations outstanding of $10,579,776.

City of Parkville, Missouri
Outstanding Debt

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Limited General Obligation Bonds	$ 6,245,000	$ 6,725,000	$ -	$ -	$ 6,245,000	$ 6,725,000
Certificates of Participation	3,861,609	4,736,126	-	-	3,861,609	4,736,126
Compensated Absences	95,249	81,840	-	-	95,249	81,840
Revenue Bonds (plus premium)	-	-	377,918	550,837	377,918	550,837
Total	$ 10,201,858	$ 11,542,966	$ 377,918	$ 550,837	$ 10,579,776	$ 12,093,803

The governmental activities decreased by $1,341,108 and the business-type activities decreased $172,919.

Additional information on the City's long-term obligations can be found in Note 8 in the Notes to the Basic Financial Statements.

Economic Factors and Next Year's Budgets and Rates

The 2023 budget maintains essential services at current levels and directs additional resources toward the 2023 Priorities as established by the Board of Aldermen in August 2022: Operational Excellence, Sustainable Infrastructure and Public Facilities, Quality Development, Choice Parks and Recreation, Open Communications. The 2023 budget process started by reviewing balanced five-year financial forecasts early in the budget process. Along with these forecasts, the City consolidated all transportation and parks and recreation activities into their own sales tax supported funds. This move has assisted the Governing Body to create a succinct and planned out five-year capital improvements program (CIP) that balances with the financial forecasts. The first year of the CIP was then combined with the 2023 operational budget that matched expenditures to the strategic goals. The City has seen steady growth in its retail, residential, and commercial base that bodes well for future financial security. The multi-phased project known as "Creekside" at the southeast, southwest, and northwest quadrants of the intersection of Highway 45 and Interstate 435 has experienced significant growth and as a result, the City has seen an increase in sales taxes. Continued build-out of this and other developments have been made throughout 2022 and 2023.

Contacting the City's Financial Management

This report is designed to provide our citizens, taxpayers, customers and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the City Clerk's office, Parkville, Missouri.

Exhibit A

CITY OF PARKVILLE, MISSOURI
Statement of Net Position
December 31, 2022

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Cash and investments	$ 4,252,528	$ 722,645	$ 4,975,173
Receivables:			
Taxes	732,291	-	732,291
Special assessments	2,139,705	-	2,139,705
Accounts and other	402,743	-	402,743
Leases	331,000	245,492	576,492
Notes receivables	5,075,000	-	5,075,000
Due from other governments	1,736,435	-	1,736,435
Prepaids, deposits, and other assets	146,941	-	146,941
Restricted assets:			
Cash and investments	910,030	188,119	1,098,149
Capital assets:			
Not being depreciated	2,744,639	81,783	2,826,422
Being depreciated	12,525,052	3,479,220	16,004,272
Total assets	30,996,364	4,717,259	35,713,623
Deferred Outflows of Resources			
Deferred amount on refunding	12,358	-	12,358
Deferred outflow - pension related activity	334,568	-	334,568
Total deferred outflows of resources	346,926	-	346,926
Liabilities			
Accounts payable	592,547	165,755	758,302
Accrued payroll and benefits	61,797	778	62,575
Accrued interest	48,316	12,875	61,191
Unearned revenue	859,114	-	859,114
Payable from restricted assets:			
Customer deposits	-	13,485	13,485
Long term debt:			
Due within one year	1,160,723	170,000	1,330,723
Due in more than one year	9,138,813	207,918	9,346,731
Net pension liability	434,144	-	434,144
Total liabilities	12,295,454	570,811	12,866,265
Deferred Inflows of Resources			
Deferred inflow - leases	324,798	-	324,798
Deferred inflow - property taxes	383,323	-	383,323
Deferred inflow - pension related activity	260,530	-	260,530
Deferred amount on refunding	235,542	-	235,542
Total deferred inflows of resources	1,204,193	-	1,204,193
Net Position			
Net investment in capital assets	11,259,898	3,183,085	14,442,983
Restricted :			
Capital projects	389,973	-	389,973
Debt service	88,068	174,634	262,702
Public safety	97,049	-	97,049
Parks and recreation	1,246,768	-	1,246,768
Community development	196,151	-	196,151
Fewson trust (non-expendable)	580,224	-	580,224
Unrestricted	3,985,512	788,729	4,774,241
Total net position	$ 17,843,643	$ 4,146,448	$ 21,990,091

See accompanying notes to the basic financial statements

Exhibit B

CITY OF PARKVILLE, MISSOURI
Statement of Activities
For the Year Ended December 31, 2022

		Program Revenues			Net (Expense) Revenue and Changes in Net Position — Primary Government		
Functions/Programs	**Expenses**	**Charges for Services**	**Operating Grants and Contributions**	**Capital Grants and Contributions**	**Governmental Activities**	**Business-Type Activities**	**Total**
Primary government:							
Governmental activities							
General government	$ 1,762,311	$ 874,592	$ -	$ -	$ (887,719)	$ -	$ (887,719)
Public safety	1,701,816	48,362	22,410	-	(1,631,044)	-	(1,631,044)
Public works	2,998,301	41,035	272,611	2,800,464	115,809	-	115,809
Parks and recreation	1,337,604	39,570	53,103	455,306	(789,625)	-	(789,625)
Community development	2,832,615	-	-	373,420	(2,459,195)	-	(2,459,195)
Interest on long-term debt	146,953	-	-	-	(146,953)	-	(146,953)
Total governmental activities	10,779,600	1,003,559	348,124	3,629,190	(5,798,727)	-	(5,798,727)
Business-type activities							
Sewer	1,819,475	1,735,521	-	21,132	-	(62,822)	(62,822)
Total business-type activities	1,819,475	1,735,521	-	21,132	-	(62,822)	(62,822)
Total primary government	$ 12,599,075	$ 2,739,080	$ 348,124	$ 3,650,322	(5,798,727)	(62,822)	(5,861,549)
General revenues:							
Taxes:							
Property taxes, levied for general purpose					1,804,110	-	1,804,110
Property taxes, levied for debt service					478,048	-	478,048
Sales taxes					3,586,772	-	3,586,772
Franchise taxes					894,393	-	894,393
Intergovernmental activity taxes					250,075	-	250,075
Other taxes					67,178	-	67,178
Unrestricted investment earnings					24,371	2,519	26,890
Gain on sale of assets					3,535	-	3,535
Insurance proceeds and other					375,027	22,792	397,819
Total general revenues					7,483,509	25,311	7,508,820
Change in net position					1,684,782	(37,511)	1,647,271
Net position, beginning of year					16,158,861	4,183,959	20,342,820
Net position, end of year					$ 17,843,643	$ 4,146,448	$ 21,990,091

See accompanying notes to the basic financial statements

Exhibit C

CITY OF PARKVILLE, MISSOURI
Balance Sheet - Governmental Funds
December 31, 2022

	General Fund	Transportation Sales Tax Fund	Debt Service Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets						
Cash and investments	$ 1,595,237	$ 263,737	$ -	$ -	$ 2,393,554	$ 4,252,528
Receivables:						
Taxes	409,384	132,986	-	-	189,921	732,291
Special assessments	-	-	2,139,705	-	-	2,139,705
Other receivables	-	-	-	-	402,743	402,743
Leases	331,000	-	-	-	-	331,000
Notes receivables	5,075,000	-	-	-	-	5,075,000
Due from other governments	114,885	20,583	-	1,600,967	-	1,736,435
Due from other funds	979,188	-	-	-	-	979,188
Prepaids, deposits and other assets	146,941	-	-	-	-	146,941
Restricted cash and investments	-	-	307,602	-	602,428	910,030
Total Assets	$ 8,651,635	$ 417,306	$ 2,447,307	$ 1,600,967	$ 3,588,646	$ 16,705,861
Liabilities						
Accounts payable	$ 299,408	$ 49,537	$ -	$ 177,479	$ 66,123	$ 592,547
Accrued payroll and benefits	61,797	-	-	-	-	61,797
Unearned revenue	-	-	-	-	859,114	859,114
Due to other funds	-	-	69,029	910,159	-	979,188
Total Liabilities	361,205	49,537	69,029	1,087,638	925,237	2,492,646
Deferred inflows of resources						
Unavailable revenues:						
Leases	324,798	-	-	-	-	324,798
Notes receivables	5,075,000	-	-	-	-	5,075,000
Grants	-	-	-	202,386	-	202,386
Special assessments, property taxes, and insurance recovery	194,461	-	2,290,210	-	521,013	3,005,684
	5,594,259	-	2,290,210	202,386	521,013	8,607,868
Fund balances:						
Nonspendable:						
Prepaid items	146,941	-	-	-	-	146,941
Fewson trust	-	-	-	-	580,224	580,224
Restricted:						
Capital projects	-	367,769	-	-	22,204	389,973
Debt service	-	-	88,068	-	-	88,068
Public safety	-	-	-	-	97,049	97,049
Parks and recreation	-	-	-	-	1,246,768	1,246,768
Community development	-	-	-	-	196,151	196,151
Committed:						
Emergency reserve	1,332,108	-	-	-	-	1,332,108
Assigned:						
Capital projects	-	-	-	310,943	-	310,943
Unassigned	1,217,122	-	-	-	-	1,217,122
Total fund balance	2,696,171	367,769	88,068	310,943	2,142,396	5,605,347
Total liabilities, deferred inflows of resources and fund balances	$ 8,651,635	$ 417,306	$ 2,447,307	$ 1,600,967	$ 3,588,646	$ 16,705,861

See accompanying notes to the basic financial statements

CITY OF PARKVILLE, MISSOURI
Reconciliation of the Balance Sheet - Governmental Funds to the Statement of Net Position
December 31, 2022

Fund balances of governmental funds	$ 5,605,347
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Long-term note receivable, special assessments, and insurance receivables are not available to pay for current period expenditures and are therefore deferred in the fund statements	7,697,361
Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental fund statements.	15,269,691
Deferred amounts on refunding are not due or payable in the current period and therefore are not reported in the governmental fund statements.	(223,184)
Deferred outflows and inflows related to pension activity are not required to be reported in the governmental funds but are required to be reported in the Statement of Net Position	74,038
Liabilities for interest on long-term debt are recognized only when due in the governmental fund statements but are accrued in the government-wide statements.	(48,316)
The net pension liability is not due and payable and therefore is not recorded in the governmental fund statements.	(434,144)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items:	
Long-term liabilities	(10,299,536)
Net position of governmental activities	$ 17,843,643

See accompanying notes to the basic financial statements

Exhibit D

CITY OF PARKVILLE, MISSOURI
Statement of Revenues, Expenditures and
Changes in Fund Balances - Governmental Funds
For the Year Ended December 31, 2022

	General Fund	Transportation Sales Tax Fund	Debt Service Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:						
Taxes	$ 3,720,882	$ 629,500	$ 478,048	$ -	$ 1,983,137	$ 6,811,567
Intergovernmental	224,416	585,298	215,816	1,398,582	595,138	3,019,250
Charges for services	37,417	-	-	-	784	38,201
Fines and forfeitures	47,578	-	-	-	-	47,578
Licenses and permits	546,783	-	-	-	-	546,783
Special assessments	-	-	284,903	-	373,421	658,324
Grants and donations	-	-	-	-	60,904	60,904
Charges for sewer administration	350,000	-	-	-	-	350,000
Interest	22,751	-	340	-	1,280	24,371
Other	107,423	9,779	-	-	14,570	131,772
Total Revenues	5,057,250	1,224,577	979,107	1,398,582	3,029,234	11,688,750
Expenditures:						
Current:						
General government	1,680,776	-	-	-	-	1,680,776
Public safety	1,738,165	-	-	-	26,488	1,764,653
Public works	556,423	-	-	-	-	556,423
Parks and recreation	893,570	-	-	-	522,302	1,415,872
Community development	389,625	-	-	-	2,469,553	2,859,178
Capital outlay	-	710,678	-	1,656,050	-	2,366,728
Debt service:				-		
Principal	-	-	1,250,103		-	1,250,103
Interest and fiscal charges	-	-	192,815	-	-	192,815
Total Expenditures	5,258,559	710,678	1,442,918	1,656,050	3,018,343	12,086,548
Excess of Revenues Over (Under) Expenditures	(201,309)	513,899	(463,811)	(257,468)	10,891	(397,798)
Other financing sources (uses):						
Transfers in	318,693	9,787	515,625	325,000	164,430	1,333,535
Transfers out	(292,863)	(447,762)	(1,257)	-	(591,653)	(1,333,535)
Sale of land and capital assets	528,535	-	-	-	-	528,535
Insurance proceeds	268,704	-	-	-	52,563	321,267
Total Other Financing Sources (Uses)	823,069	(437,975)	514,368	325,000	(374,660)	849,802
Net change in fund balances	621,760	75,924	50,557	67,532	(363,769)	452,004
Fund balances, beginning of year	2,074,411	291,845	37,511	243,411	2,506,165	5,153,343
Fund balances, end of year	$ 2,696,171	$ 367,769	$ 88,068	$ 310,943	$ 2,142,396	$ 5,605,347

See accompanying notes to the basic financial statements

CITY OF PARKVILLE, MISSOURI
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2022

Amounts reported for governmental activities in the Statement of Activities are different because:

Net change in fund balances - total governmental funds	$ 452,004
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital outlay costs in excess of capitalization threshold	353,642
Depreciation	(567,323)
Donated capital assets	909,974
Revenues in the statement of activities that do not provide current financial resources are reported as deferred inflows in the governmental funds.	
Changes in special assessments, notes receivable, and grants	(459,144)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position.	
Principal payments on long-term debt	1,250,103
Changes in unamortized bond issuance premium and deferred amounts on refunding	24,862
Changes in accrued interest expense	21,000
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Changes in compensated absences and net pension liability	224,664
Change in net position of governmental activities	$ 1,684,782

See accompanying notes to the basic financial statements

Exhibit E

CITY OF PARKVILLE, MISSOURI
Statement of Net Position
Proprietary Fund
December 31, 2022

	Sewer Fund
Assets	
Current assets:	
Cash and investments	$ 722,645
Receivables, net:	
Accounts and other	245,492
Restricted cash and investments	188,119
Total current assets	1,156,256
Noncurrent assets:	
Capital assets:	
Not being depreciated	81,783
Being depreciated, net of depreciation	3,479,220
Total noncurrent assets	3,561,003
Total assets	4,717,259
Liabilities	
Current liabilities:	
Accounts payable	165,755
Accrued liabilities	778
Current liabilities (payable from restricted assets):	
Customer deposits	13,485
Interest payable	12,875
Current portion of bonds payable	170,000
Total current liabilities:	362,893
Long-term liabilities:	
Bonds payable	207,918
Total long-term liabilities:	207,918
Total liabilities	570,811
Net position	
Net investment in capital assets	3,183,085
Restricted net position for:	
Debt service	174,634
Unrestricted	788,729
Total net position	$ 4,146,448

See accompanying notes to the basic financial statements

Exhibit F

CITY OF PARKVILLE, MISSOURI
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Fund
For the Year Ended December 31, 2022

	Sewer Fund
Operating revenues:	
Charges for services	$ 1,735,521
Other	22,792
Total operating revenues	1,758,313
Operating expenses:	
Personnel services	48,656
Contractual services	361,844
Administrative fee	350,000
Depreciation	261,044
Repairs and maintenance	711,545
Other	62,457
Total operating expenses	1,795,546
Operating income (loss)	(37,233)
Nonoperating revenues (expenses):	
Intergovernmental revenues	21,132
Interest income	2,519
Interest expense	(23,929)
Total nonoperating revenues (expenses)	(278)
Change in net position	(37,511)
Total net position, beginning of year	4,183,959
Total net position, end of year	$ 4,146,448

See accompanying notes to the basic financial statements

CITY OF PARKVILLE, MISSOURI
Statement of Cash Flows
Proprietary Fund
For the Year Ended December 31, 2022

	Sewer Fund
Cash flows from operating activities:	
Receipts from customers and others	$ 1,716,468
Payments to suppliers	(1,395,937)
Payments to employees	(49,882)
Net cash provided by (used in) operating activities	270,649
Cash flows provided by noncapital financing activities:	
Intergovernmental revenues	21,132
Net cash flows provided by noncapital financing activities	21,132
Cash flows from investing activities:	
Interest received	2,519
Net cash flows provided by investing activities	2,519
Cash flows from capital and related financing activities:	
Interest and fiscal charges	(31,848)
Principal payments on long-term debt	(165,000)
Net cash flows (used in) capital and related financing activities	(407,499)
Net change in cash and equivalents	(113,199)
Cash and equivalents, beginning of year	1,023,963
Cash and equivalents, end of year	$ 910,764
Cash and investments reported on the Statement of Net Position	
Cash and investments	$ 722,645
Restricted cash and investments	188,119
Total cash and investments	$ 910,764
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:	
Operating income (loss)	$ (37,233)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operations:	
Depreciation and amortization	261,044
Changes in:	
Receivables	(41,845)
Accounts payable	89,909
Accrued liabilities	(1,226)
Net cash provided by (used in) operating activities	$ 270,649

See accompanying notes to the basic financial statements

Exhibit H

CITY OF PARKVILLE, MISSOURI
Statement of Fiduciary Net Position
Fiduciary Fund
December 31, 2022

	Custodial Fund
	Municipal Court
Assets	
Cash and investments	$ 2,344
Total assets	2,344
Liabilities	
Due to others	2,344
Total liabilities	2,344
Net Position	$ -

See accompanying notes to the basic financial statements

Exhibit I

CITY OF PARKVILLE, MISSOURI
Statement of Changes in Fiduciary Net Position
Fiduciary Fund
For the Year Ended December 31, 2022

	Custodial Fund Municipal Court
Additions	
Deposits	$ 61,920
Total Additions	61,920
Deductions	
Payments to others	61,920
Total deductions	61,920
Net changes in fiduciary net position	-
Net position - beginning	-
Net position - ending	$ -

See accompanying notes to the basic financial statements

(1) Summary of Significant Accounting Policies

The City of Parkville, Missouri (the City) was incorporated on February 6, 1957. The City is a fourth class city and operates under a Mayor-Board of Aldermen form of government. The City Administrator is the chief administrative officer of the City. The City provides services to approximately 8,500 residents in many areas, including law enforcement, sewer services, community enrichment and development, and various social services.

The accounting and reporting policies of the City conform to generally accepted accounting principles (GAAP) in the United States of America applicable to local governments. The following represent the more significant accounting and reporting policies and practices of the City.

A. Financial Reporting Entity

In evaluating how to define the government for financial reporting purposes, management has considered all potential component units. Component units are separate legal entities which are included in the primary government's financial report. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic, but not only, criterion for including a potential component unit within the reporting entity is the City's financial accountability for the potential component unit. An entity is considered a component unit if City officials appoint a voting majority of the component unit's governing body and the City is able to impose its will upon the component unit. Additionally, if the entity provides specific financial benefits to or imposes specific financial burdens on the City, it may be considered a component unit.

This report includes the financial statements of the City (the primary government) and its blended component unit, the City of Parkville, Missouri Tax Increment Financing (TIF) Commission (the Commission). The Commission is governed by a board of which six members are appointed by the Mayor with the consent of the Board of Alderman, two members appointed by the school board whose district is in the boundary of the redevelopment area, and one member appointed by the affected taxing district. Although it is legally separate from the City, the Commission is reported as if it were part of the primary government because its sole function is to use TIF as a method to finance economic development through payments in lieu of taxes (PILOTS) and economic activity taxes (EATS). The Commission does not issue separate financial statements.

B. Basis of Presentation

The City's basic financial statements include both government-wide (reporting the City as a whole) and fund financial statements (reporting the City's major funds).

Government-wide financial statements

The statement of net position and the statement of activities display information about the City, the primary government, as a whole. These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties. Expenses are specifically associated with a service, program, or department and are therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program is self-financing or draws from the general revenues of the City.

Fund financial statements

Fund financial statements report detailed information about the City. The focus of governmental and proprietary fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Non-major funds are aggregated and presented in a single column.

GOVERNMENTAL FUNDS

Governmental Funds are those through which most governmental functions of the City are financed. The acquisition, use, and balances of the City's expendable financial resources and the related liabilities (other than those in Proprietary Funds) are accounted for through Governmental Funds. The measurement focus is upon determination of financial position and changes in financial position, rather than upon net income determination.

The following are the City's major governmental funds:

General Fund – the general fund of the City accounts for all financial transactions not accounted for in other funds. For financial reporting purposes, the City's Emergency Reserve Fund's activities are included in the General Fund.

Transportation Sales Tax Fund – This fund is used to account for revenues restricted for transportation purposes including the half-percent transportation sales taxes collected and a county tax distribution for capital improvements and the expenditures for the related items.

Debt Service Funds **–** This fund accounts for the accumulation of resources for, and the payment of, principal and interest on long-term obligations of the City.

Capital Projects Fund – This fund is used to account for major capital improvement projects.

The City reports the following fund types of nonmajor funds:

Special Revenue Funds - These funds account for specific revenue sources that are restricted for specified purposes.

Permanent Fund – This fund reports resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support City programs.

PROPRIETARY FUND

Proprietary Funds are used to account for the City's ongoing activities which are similar to those found in the private sector. The measurement focus is upon determination of net income, financial position, and changes in financial position.

The following is the City's major proprietary fund:

The Sewer Service Fund – This fund accounts for the provision of wastewater and sewer services to the general public. All activities necessary to provide such services are accounted for in this fund, including administration, operations, maintenance, financing and related debt service, and billing and collection.

FIDUCIARY FUND

The City maintains one custodial fiduciary fund, the Municipal Court, which accounts for court bonds paid by defendants. Since by definition these assets are being held for the benefit of a third party and cannot be used to support activities or obligations of the City, these funds are not incorporated into the government-wide statements.

C. Basis of Accounting

Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned or when all eligibility requirements have been satisfied and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, sales tax, and donations. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. This is a similar approach to that used in the preparation of the proprietary fund financial statements but differs from the manner in which governmental fund financial statements are prepared. Therefore, the governmental fund financial statements include a reconciliation with brief explanations to better identify the relationship between the government-wide statements and the statements for governmental funds.

Governmental Fund Financial Statements

All governmental funds are accounted for using the modified accrual basis of accounting and the current financial resources measurement focus. Under this basis, revenues are recognized in the accounting period in which they become measurable and available. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable.

Revenue Recognition

In applying the susceptible to accrual concept under the modified accrual basis, certain revenue sources are deemed both measurable and available (collectible within the current year or within 60 days after year-end to pay obligations of the current period). This includes property taxes, investment earnings and state-levied locally shared taxes (including motor vehicle fees). The City records property tax receivables at the time the lien attaches to the property. Reimbursements due for federally funded projects are accrued as revenue at the time the expenditures are made, or when received in advance, deferred until expenditures are made.

Other revenues, including licenses and permits, certain charges for services, and miscellaneous revenues, are recorded as revenue when received in cash because they are generally not measurable until actually received.

Expenditure Recognition

The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Most expenditures are measurable and are recorded when the related fund liability is incurred. However, principal and interest on general long-term debt, which have not matured are recognized when due. Allocations of cost, such as depreciation and amortization, are not recognized in the governmental funds.

Proprietary Fund Financial Statements

The economic resources measurement focus and the accrual basis of accounting are utilized by the proprietary funds. Under this basis of accounting, revenues are recognized when earned and expenses are recorded when liabilities are incurred. All assets and liabilities (whether current or noncurrent) associated with a proprietary fund's activities are included on its statement of net position and statement of activities. Operating revenues and expenses for proprietary funds are those that result from providing services and producing and delivering goods and/or services. All other revenues and expenses are considered nonoperating.

D. ***New Accounting Standard***

The City implemented Government Accounting Standards Board (GASB) Statement No. 87, Leases, effective for the year ended December 31, 2022. The statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The Statement establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use and underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about the City's leasing activities.

E. ***Cash and Investments***

Missouri State Statutes authorize the City, with certain restrictions, to deposit funds in open accounts, time deposits, investment pools and certificates of deposit. Statutes also require that collateral pledged must have a fair value equal to 100% of the funds on deposit, less insured amounts. Collateral securities must be held by the City or an independent third party and must be of the kind prescribed by State Statutes and approved by the State.

The City maintains and controls a cash pool in which a majority of the City's funds share. Each fund's portion of the pool is displayed on their respective balance sheet or statement of net position as "cash and investments". The City's cash and investments are primarily considered to be cash on hand, amounts in demand deposits, certificates of deposits and US treasuries and agency securities. Interest earned on demand deposits is allocated to the various funds on the basis of average month-end balances.

For purposes of the statement of cash flows, short-term investments, and certificates of deposit with a maturity date within three months of the date acquired by the City, if any, are considered cash equivalents.

F. ***Accounts Receivable***

Accounts receivable result primarily from miscellaneous services provided to citizens accounted for in the Governmental Funds and Sewer Fund net of an allowance for doubtful accounts.

G. **Special Assessments Receivable**

Special assessments receivable reflects the property taxes collectible by the City for the purpose of repaying certain Special Assessment debt held by the City. The amount collectible by the City is reduced each year as the taxes are levied against the property and, subsequently, collected by the City.

H. ***Prepaid Items***

Certain payments reflect costs applicable to future accounting periods and are recorded as prepaid items.

I. ***Capital Assets***

Capital assets, which include property, equipment, and infrastructure assets (i.e., roads, streets lights, storm sewers, etc.) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are charged to expenditures as purchased in the governmental fund statements and capitalized in the proprietary fund statements. Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated assets are recorded at estimated fair value as of the date of the donation.

As the City is a Phase III government under Governmental Accounting Standards Board (GASB) Statement No. 34, it has elected to exercise its option to forego retroactively reporting governmental infrastructure assets acquired prior to December 31, 2003. Governmental infrastructure assets on the statement of net position include only infrastructure capital assets acquired subsequent to December 31, 2003.

Capital assets are defined by the City as assets with an initial, individual cost of $2,500 or more and an estimated useful life of greater than one year. Additions or improvements and other capital outlays that significantly extend the useful life of an asset, or that significantly increase the capacity of an asset are capitalized. Other costs incurred for repairs and maintenance is expensed as incurred. Fully depreciated capital assets are included in their respective accounts until their disposal.

Depreciation on exhaustible assets is recorded as an allocated expense in the Statement of Activities with accumulated depreciation reflected in the Statement of Net Position and is provided on the straight-line basis over the following estimated useful lives:

Infrastructure	20 – 40 years
Buildings and improvements	20 – 40 years
Equipment and vehicles	5 – 10 years
Sewer plant and collection systems	20 – 50 years

J. ***Compensated Absences***

Under terms of the City's personnel policy, City employees are granted vacation in varying amounts. Vacation days are required to be taken within the current or following calendar year in which earned. In the event of retirement or termination, an employee is paid for unused vacation days.

Vested or accumulation vacation is accounted for as follows:

Governmental Funds - The accumulated liabilities for employee vacation is recorded in the governmental activities column of the government-wide financial statements.

K. ***Deferred Outflows/inflows of Resources***

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. The first item is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter life of the refunding or refunded debt. The second item results from actuarial assumption changes, the change in actual and projected experience, and pension contributions made by the City subsequent to the pension valuation date. The contribution amount will be applied during the next fiscal year while the changes in actual versus projected amounts and change in assumptions will be amortized over five to seven years.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has several types of items, which arises under the accrual and modified accrual basis of accounting, which qualify for reporting in this category. The first one relates to changes in assumptions, the change in actual and projected experience in calculating the pension liability, and the difference between actual and projected earnings in calculating the net pension liability. The second item, unavailable revenue, is reported in both the statement of net position and in the governmental funds balance sheet. The governmental funds report unavailable revenues related to taxes, notes receivable, special assessments, insurance proceeds, and grants. The third item related to leases receivable which will recognize inflow of resources in future periods over the term of the leases are reported in the government-wide and governmental fund statements. The final item is the deferred credit on refunding reported in the government-wide statement of net position. A deferred credit on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunding or refunded debt. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Missouri Local Government Employees Retirement System (LAGERS) and additions to/deductions from LAGERS fiduciary net position have been determined on the same basis as they are reported by LAGERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

L. ***Interfund Activity***

Loans – amounts provided with a requirement for repayment. Interfund loans are reported as interfund receivables (i.e., due from other funds) in lender funds and interfund payables (i.e. due to other funds) in borrower funds.

Services provided and used – sales and purchases of goods and services between funds for a price approximating their fair value. Interfund services provided and used are reported as revenues in funds providing the good or service and expenditures or expenses in the fund purchasing the good or service. Unpaid amounts are reported as interfund receivables and payables in the fund balance sheets or statement of net position.

The General fund provides administrative and other support services for the Sewer fund. Amounts charged to the Sewer fund for such services were $350,000 for the year ended December 31, 2022.

Reimbursements – repayments from the funds responsible for particular expenditures or expenses to the funds that initially paid for them. Reimbursements are reported as expenditures in the reimbursing fund and as a reduction of expenditures in the reimbursed fund.

Transfers – flows of assets (such as cash or goods) without equivalent flows of assets in return and without a requirement for repayment. In governmental funds, transfers are reported as other financing uses in the funds making transfers and as other financing sources in the funds receiving transfers.

M. ***Fund Balances***

In the fund financial statements, governmental funds report the following fund balance classifications:

Non-Spendable – This consists of amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact.

Restricted – This consists of amounts where constraints are placed on the use of those resources which are either externally imposed by creditors, grantors, contributors, laws, or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

Committed – This consists of amounts which can only be used for specific purposes determined by a formal action of passing an ordinance or resolution by the Board of Aldermen, the City's highest level of decision-making authority. Any changes or removal of specific purpose requires the same action by the Board of Aldermen.

Assigned – This consists of amounts which are constrained by City management's intent to be used for a specific purpose but do not meet the criteria to be classified as committed. In accordance with the approved City policy only the Board of Alderman has the authority to assign amounts for a specific purpose in this category.

Unassigned – This consists of the residual fund balance that does not meet the requirements for the non-spendable, restricted, committed, or assigned classifications. A positive unassigned fund balance is only possible in the general fund.

The City has a fund balance policy that provides guidance for programs with multiple revenue sources. The policy is to use restricted resources first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. For purposes of fund balance classification expenditures are to be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance and lastly unassigned fund balance.

Per policy, the general fund balance should be no less than 5% of general fund appropriations for the succeeding fiscal year in order to provide adequate cash flow and emergency cash funding. The City will endeavor to maintain a general fund balance of 15% of general fund appropriations for the succeeding fiscal year. Amounts over 15% may be transferred into the emergency reserve fund.

N. ***Net Position Classifications***

In the government-wide statements, equity is shown as net position and classified into three components:

(1) Net investment in capital assets – consisting of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgage notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

(2) Restricted net position – consisting of net position with constraints placed on their use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation. The City first utilizes restricted resources to finance qualifying activities.

(3) Unrestricted net position – All other net position that do not meet the definition of “restricted” or “net investment in capital assets.”

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City’s policy to consider restricted net position to have been depleted before unrestricted net position is applied.

O. ***Use of Estimates***

The preparation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(2) Cash and Investments

A reconciliation of cash and investments as shown on the government-wide statement of net position and statement of fiduciary net position is as follows:

Cash on hand	$	581
Demand deposits		5,496,001
Certificates of deposits		354,412
US treasuries and agency securities		50,038
Restricted cash equivalents held in trust		174,634
	$	6,075,666

	Government-wide statement of net position		Fiduciary fund statement of net position		Total	
Cash and investments	$	4,975,173	$	2,344	$	4,977,517
Restricted cash and investments		1,098,149		-		1,098,149
	$	6,073,322	$	2,344	$	6,075,666

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of failure of a depository financial institution, the City will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is that, in the event of the failure of a counterparty to a transaction, the City will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. The City's policy is to collateralize deposits with securities held by the financial institution's agent and in the City's name.

As of December 31, 2022, the City's deposits were insured with Federal depository insurance, with the remaining uninsured balance collateralized by securities held in the City's name by their financial institution's agent. Accordingly, management has determined that none of the City's deposits were exposed to custodial credit risk as of December 31, 2022.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The City structures the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity and by investing operating funds primarily in shorter-term securities. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by general accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted in active markets for identical assets; Level 2 inputs are significant other observable inputs such as third party pricing services for identical assets; Level 3 inputs are significant unobservable inputs.

The City has the following recurring fair value measurements as of December 31, 2022.

	Level 1
Investment	
Federal Home Loan Bank	$ 50,038

All of the City's investments are classified as Level 1 of the fair value hierarchy using prices quoted in active markets for those securities.

(3) Tax Revenues and Taxes Receivable

The City's property taxes are levied and recorded each November 1 on the assessed value as of the prior January 1 for all property located in the City and are delinquent on January 1 (the lien date) following the levy date. Assessed values are established by county assessors, subject to review by the County's Board of Equalization. The assessed value of local property at January 1, 2021, was $315,362,274.

The City is permitted by the Missouri State Constitution to levy (without a vote of two-thirds of the voting electorate) taxes up to $1.00 per $100 of assessed valuation for general governmental services other than the payment of principal and interest on long-term debt. The City's property tax levies per $100 of assessed valuation for the year in which the revenues were earned were as follows:

Fund	Levy
General Fund	$ 0.4400
General Revenue-Temporary	0.1664
	$ 0.6064

Tax revenues for the year ended December 31, 2022 consisted of the following:

	Property Taxes	Sales Taxes	Franchise Taxes	Other Taxes	Total
Major governmental funds:					
General	$ 1,475,442	$ 1,351,047	$ 894,393	$ -	$ 3,720,882
Transportation Sales Tax	-	629,500	-	-	629,500
Debt Service	478,048	-	-	-	478,048
Nonmajor funds	328,667	1,597,732	-	56,738	1,983,137
	$ 2,282,157	$ 3,578,279	$ 894,393	$ 56,738	$ 6,811,567

Taxes receivable represent property, sales, and franchise taxes, including interest and penalties, reduced by an appropriate allowance for uncollectable taxes. Taxes receivable consisted of the following at December 31, 2022:

	Sales Taxes	Franchise Taxes	Total
Major governmental funds:			
General	$ 277,561	$ 131,823	$ 409,384
Transportation Sales Tax	132,986	-	132,986
Nonmajor funds	189,921	-	189,921
Total sales taxes receivable	$ 600,468	$ 131,823	$ 732,291

(4) Intergovernmental Revenues/Receivables

Intergovernmental revenues for the year ended December 31,2022 consisted of the following:

	General	Transportation Sales Tax	Debt Service	Capital Projects	Nonmajor Funds	Total
Grants - Federal, State and Local	$ 138,043	$ -	$ -	$ 1,398,582	$ 326,130	$1,862,755
State:						
Motor vehicle taxes and fees	86,373	186,238	-	-	-	272,611
Local:						
Special road district	-	175,903	-	-	-	175,903
County transportation	-	223,157	-	-	-	223,157
Economic activity taxes	-	-	-	-	269,008	269,008
9 Hwy CID	-	-	215,816	-	-	215,816
Total intergovernmental revenues	$ 224,416	$ 585,298	$ 215,816	$ 1,398,582	$ 595,138	$3,019,250

Amounts due from other governments at December 31, 2022, were as follows:

	General	Transportation Sales Tax	Capital Projects	Total
Grants - Federal, State and Local	$ 105,293	$ -	$ 1,600,967	$ 1,706,260
Motor vehicle taxes and fees	9,592	20,583	-	30,175
Total due from other governments	$ 114,885	$ 20,583	$ 1,600,967	$ 1,736,435

(5) Interfund Activity

Transfers between funds for the year ended December 31, 2022 were as follows:

	Transfers Out:				
	General	Transportation Sales Tax	Debt Service	Nonmajor Governmental Funds	Total
Transfers In:					
Governmental activities:					
General	$ -	$ 225,000	$ -	$ 93,693	$ 318,693
Transportation Sales Tax	-	-	-	9,787	9,787
Debt Service	292,863	222,762	-	-	515,625
Captial Projects	-	-	-	325,000	325,000
Nonmajor Governmental Funds	-	-	1,257	163,173	164,430
Total	$ 292,863	$ 447,762	$ 1,257	$ 591,653	$ 1,333,535

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, and (2) to use unrestricted revenues collected in a fund used to finance various programs and debt service payments accounted for in other funds in accordance with budgetary authorizations. Any transfers within the governmental funds or within the proprietary funds have been eliminated in the government-wide statement of activities.

Interfund receivable and payable balances as of December 31, 2022 were as follows:

	Due to: General Fund
Due from:	
Debt Service Fund	$ 69,029
Capital Projects Fund	910,159
	$ 979,188

Amounts due to the General Fund represent advances for short-term cash flow needs.

(6) Leases Receivable

During the year ended December 31, 2022, the City implemented Government Accounting Standards Board No. 87, Leases (GASB 87). Under GASB 87, a lessor is required to recognize a lease receivable and a deferred inflow of resources at the commencement of the lease term. The lease receivable is measured at the present value of the lease payments expected to be received during the lease term. The deferred inflows of resources are measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that related to future periods.

On November 2017, the City entered into a 230 month lease for the right to place communication equipment on a tower. The lessee is required to make monthly payments of totaling approximately $30,000 annually with an annual increase of 3.5 percent scheduled each November 1. The lease contains an option to extend the original lease for five (5) additional years through November 1, 2037. The lease receivable is measured as the present value of the future rent payments expected to be received during the lease term at a discount rate of 4.25%, which is the increment borrowing rate at the inception of the lease. As of December 31, 2022, the value of the lease receivable is $331,000. As of December 31, 2022, the value of the deferred inflow of resources was $324,798, and the City recognized lease revenue of $21,774 during the fiscal year.

A summary of the lease receivable activity for the year ended December 31, 2022 is as follows:

Lease Description	Balance, beginning of year	Additions	Retirements	Balance, end of year
Land leases	$ 346,572	$ -	$ 15,572	$ 331,000

The future minimum lease revenue due under the lease arrangement for the years ending December 31 are as follows:

	Lease Receivable		
	Principal	**Interest**	**Total**
2023	$ 16,247	$ 13,753	$ 30,000
2024	16,951	13,049	30,000
2025	17,685	12,315	30,000
2026	18,452	11,548	30,000
2027	19,251	10,749	30,000
2028-2032	109,518	40,482	150,000
2033-2037	132,896	14,602	147,498
	$ 331,000	$ 116,498	$ 447,498

(7) Capital Assets

A summary of the changes in capital assets for the year ended December 31, 2022 is as follows:

	December 31, 2021	Additions	Deletions	December 31, 2022
Governmental activities:				
Capital assets, not being depreciated				
Land	$ 2,719,880	$ -	$ -	$ 2,719,880
Construction in progress	-	24,759	-	24,759
Total capital assets, not being depreciated	2,719,880	24,759	-	2,744,639
Capital assets, being depreciated				
Buildings and improvements	4,972,807	88,133	-	5,060,940
Equipment and vehicles	2,654,252	33,867	-	2,688,119
Infrastructure	10,982,890	1,116,857	-	12,099,747
Total capital assets being depreciated	18,609,949	1,238,857	-	19,848,806
Less accumulated depreciation for:				
Buildings and improvements	1,926,566	143,605	-	2,070,171
Equipment and vehicles	2,272,157	117,225	-	2,389,382
Infrastructure	2,557,708	306,493	-	2,864,201
Total accumulated depreciation	6,756,431	567,323	-	7,323,754
Total capital assets being depreciated, net	11,853,518			12,525,052
Governmental activities capital assets, net	$ 14,573,398			$ 15,269,691

	December 31, 2021	Additions	Deletions	December 31, 2022
Business-type activities:				
Capital assets, not being depreciated				
Land	$ 59,975	$ 21,808	$ -	$ 81,783
Total capital assets, not being depreciated	59,975	21,808	-	81,783
Capital assets, being depreciated				
Buildings and improvements	5,503,734	165,982	-	5,669,716
Equipment and vehicles	320,659	22,861	-	343,520
Infrastructure	3,709,528	-	-	3,709,528
Total capital assets being depreciated	9,533,921	188,843	-	9,722,764
Less accumulated depreciation for:				
Buildings and improvements	4,339,999	186,270	-	4,526,269
Equipment and vehicles	315,733	3,857	-	319,590
Infrastructure	1,326,768	70,917	-	1,397,685
Total accumulated depreciation	5,982,500	261,044	-	6,243,544
Total capital assets being depreciated, net	3,551,421			3,479,220
Business-type activities capital assets, net	$ 3,611,396			$ 3,561,003

Depreciation expense was charged to functions and programs of the primary government as follows:

Governmental activities:		
General government	$	119,082
Public safety		31,141
Public works		360,069
Parks and recreation		56,430
Community development		601
Total depreciation expense for governmental activities	$	567,323
Business-type activities:		
Sewer	$	261,044
Total depreciation expense for business-type activities	$	261,044

(8) Long Term Debt

A summary of the changes in long term debt for the year ended December 31, 2022 is as follows:

Governmental Activities:	Beginning of Year	Adjustments/ Additions	Adjustments/ Retirements	End of Year	Due Within One Year
Limited general obligation bonds:					
Series 2020A - Brush Creek	$ 3,995,000	$ -	$ 285,000	$ 3,710,000	$ 290,000
Series 2020B - Brink Meyer	2,730,000	-	195,000	2,535,000	195,000
	6,725,000	-	480,000	6,245,000	485,000
Certificates of participation - 2015	1,646,712	-	395,103	1,251,609	420,474
Certificates of participation - 2021A	2,985,000	-	375,000	2,610,000	160,000
Premium on issuance	104,414	-	6,736	97,678	-
* Compensated absences	81,840	13,409	-	95,249	95,249
Total Governmental Activities	11,542,966	13,409	1,256,839	10,299,536	1,160,723
Business-type Activities:					
Revenue bonds	535,000	-	165,000	370,000	170,000
Premium on issuance	15,837	-	7,919	7,918	-
Total Business-type Activities	550,837	-	172,919	377,918	170,000
Total Primary Government	$ 12,093,803	$ 13,409	$ 1,429,758	$ 10,677,454	$ 1,330,723

* Primarily liquidated by the General fund in prior years.

A. Limited General Obligation Bonds

The City has issued special limited general obligation bonds to provide funds for the acquisition and construction of certain neighborhood improvement projects. Financing is provided by special assessments levied within the respective Districts. Special general obligation bonds are direct obligations and pledge the full faith and credit of the City. The City's limited general obligation bonds as of December 31, 2022 are as follows:

Series 2020A - Taxable Neighborhood Improvement District - Limited General Obligation Refunding Bonds (Brush Creek Drainage Area Neighborhood Improvement Project); due in annual installments through March 1, 2034; interest at 0.7% to 2.0%	$ 3,710,000
Series 2020B - Taxable Neighborhood Improvement District - Limited General Obligation Refunding Bonds (Brink Meyer Road Neighborhood Improvement Project); due in annual installments through March 1, 2034; interest at 0.7% to 2.0%	2,535,000
Total limited general obligation bonds	$ 6,245,000

Crossover Refunding

In June 2020, the City issued $3,995,000 Series 2020A, Taxable Neighborhood Improvement District Limited General Obligation Refunding Bonds (Brush Creek Drainage Area Neighborhood Improvement Project) Bonds (2020A bonds). The 2020A Bonds have been structured as a crossover advance refunding. Net proceeds of the bonds along with available Series 2014A bond trust funds totaling $4,300,413 were deposited in trust with an escrow agent to 1) pay the interest on the Series 2020A Bonds to and including March 1, 2021, call date of the Series 2014A Bonds and 2) redeem the Series 2014A refunded maturities on March 1, 2021, the call date, at a price of par plus accrued interest. The City issued the 2020A bonds to reduce its net debt service payments by approximately $685,259 which resulted in a net economic gain of $611,747.

In June 2020, the City issued $2,730,000 Series 2020B, Taxable Neighborhood Improvement District Limited General Obligation Refunding Bonds (Brink Meyer Road Neighborhood Improvement Project) Bonds (2020B bonds). The 2020B Bonds have been structured as a crossover advance refunding. Net proceeds of the bonds along with available Series 2014B bond trust funds totaling $2,949,228 were deposited in trust with an escrow agent to 1) pay the interest on the Series 2020B Bonds to and including March 1, 2021, call date of the Series 2014B Bonds and 2) redeem the Series 2014B refunded maturities on March 1, 202, the call date, at a price of par plus accrued interest. The City issued the 2020B bonds to reduce its net debt service payments by approximately $681,070 which resulted in a net economic gain of $605,627.

Brush Creek and Brink Meyer Special Assessments

In 2015, the City began the required special assessment levy on the property owners within the Brush Creek Drainage Area Neighborhood Improvement (Brush Creek NID) and the Brink Meyer Road Neighborhood Improvement District (Brink Meyer NID).

The City has taken legal actions against certain properties located within the Brush Creek and Brink Meyer NIDs related to delinquent special assessments on those properties. These properties are no longer subject to Brush Creek NID and/or the Brink Meyer Road NID special assessments.

The Brush Creek and Brink Meyer NID's originally scheduled annual special assessments necessary to meet the Series 2020A and 2020B (as noted above, the Series 2020A&B were issued to refund the 2014A&B bonds) debt service requirements was approximately $670,000. Currently, the anticipated annual collections of special assessments are scheduled to be approximately $255,000. During the year ended December 31, 2022, the City transferred $292,863 from the General Fund to the Debt Service Fund to cover the shortfall of special assessments necessary to meet the 2020A and 2020B debt service requirements.

Tract IX Purchase Agreement – Meadows at Creekside

On March 5, 2019, the City entered into a Real Estate Purchase Agreement (Agreement) to sell approximately 70 acres of land held for development to a developer for a total purchase price of $4,800,000. The agreement provides for the acquisition of the property in two phases. The initial portion (Phase I) of the property to be acquired is approximately 35 acres. The second portion (Phase II) of the property to be acquired is approximately 35 acres.

The purchase price for Phase I is $2,400,000 and is payable with $400,000 due at the Phase I closing and the execution of a Promissory Note of $2,000,000 delivered by the Meadows at Creekside Community Improvement District (the CID) (Phase I closing was completed in 2019). The Promissory Note is payable solely from the proceeds of special assessments levied by the CID and secured by a second deed of trust.

The purchase price for Phase II is $2,400,000 and is payable with $400,000 due at the Phase II closing and the execution of a Promissory Note delivered by the CID (Phase II closing occurred in 2020). The Promissory Note is payable solely from the CID special assessments and secured by a second deed of trust. The Promissory Note is payable solely from the proceeds of special assessments levied by the CID and secured by a second deed of trust.

The CID special assessments commenced in 2021. Payments on the promissory notes are scheduled to be $300,000 per year up to a total of the outstanding note balances. At December 31, 2022, the outstanding balance of the related notes receivable totaled $3,525,000.

Tract I Purchase Option – Creekside Industrial

In November 2020, the Developer exercised the Tract I Purchase Option. Under the Tract I Purchase Option, the Developer and City entered into a purchase and sale agreement (Tract I Purchase Agreement). The Tract I Purchase Agreement set the purchase price at $1,600,000. Beginning January 1, 2022 and ending December 31, 2025, the City will receive $100,000 per year from the Hotel Special Assessment. Beginning January 1, 2026, the amount increases to $150,000 per year. In any year the contribution falls short, the Developer will pay the difference. In any year, the contribution from the Hotel Special Assessment falls short, or the Developer's failure to pay the difference, the City shall receive $100,000 each year from available sources in the Creekside Incentive Fund. All payments will be deducted from the $1,600,000 purchase and sale agreement receivable. At December 31, 2022, the outstanding balance of the related notes receivable totaled $1,500,000.

B. Certificates of Participation

During fiscal year 2015, the City issued $3,383,722 Refunding Certificates of Participation Series 2015 to current refund the 2006 Certificates of Participation issued for the purpose of constructing City Hall, public parking lot and certain other capital improvements within the City. A temporary tax levy was approved to fund a portion of the debt service payments. Principal and interest payments are due semi-annually beginning on September 1, 2016 through March 1, 2027 with principal payments ranging from $139,867 to $444,872, with an interest rate of 2.24%. The outstanding balance at December 31, 2022, is $1,251,609.

During fiscal year 2021, the City issued $2,985,000 Certificates of Participation Series 2021A to provide funding for the Route 9 Project and provide funding to pay the Lease Purchase Agreement discussed in Note 7 C. below. Principal and interest payments are due semi-annually beginning on March 1, 2022 through March 1, 2037 with principal payments ranging from $160,000 to $375,000, with an interest rate of 2.0%. The outstanding balance at December 31, 2022, is $2,610,000.

C. Revenue Bonds

The City issued Sewerage System Revenue Bonds (State Revolving Loan Fund (SRF)) Series 2004A in the original amount of $2,750,000. The Series 2004A Sewage System Revenue Bonds are special, limited obligations of the City payable solely from, and secured by a pledge of, the net revenues of the Sewer Fund. The bonds are due in annual installments of $30,000 to $170,000 through January 1, 2025 with interest ranging from 3.0% to 5.25%. The outstanding balance at December 31, 2022, is $370,000.

D. Future Debt Service Requirements

	Governmental Activities					
Year Ending	Limited General Obligation Refunding Bonds - Series 2020A (Brush Creek)		Limited General Obligation Refunding Bonds - Series 2020B (Brink Meyer)		Certificates of Participation Series 2015	
December 31	Principal	Interest	Principal	Interest	Principal	Interest
2023	$ 290,000	$ 53,904	$ 195,000	$ 36,903	$ 420,474	$ 23,327
2024	290,000	51,439	195,000	35,245	444,872	13,635
2025	295,000	48,659	200,000	33,368	123,277	7,272
2026	295,000	45,488	205,000	31,189	123,119	4,512
2027	300,000	41,841	205,000	28,678	139,867	1,567
2028-2032	1,575,000	137,122	1,075,000	94,123	-	-
2033-2036	665,000	13,350	460,000	9,200	-	-
	$ 3,710,000	$ 391,803	$ 2,535,000	$ 268,706	$ 1,251,609	$ 50,313

	Governmental Activities				Business-type Activities	
Year Ending	Certificates of Participation Series 2021A		Governmental Activities Total		Sewage System Revenue Bonds Series 2004A	
December 31	Principal	Interest	Principal	Interest	Principal	Interest
2023	$ 160,000	$ 50,600	$ 1,065,474	$ 164,734	$ 170,000	$ 21,625
2024	160,000	47,400	1,089,872	147,719	170,000	13,250
2025	165,000	44,150	783,277	133,449	30,000	5,175
2026	165,000	40,850	788,119	122,039	-	-
2027	165,000	37,550	809,867	109,636	-	-
2028-2032	860,000	137,200	3,510,000	368,445	-	-
2033-2037	935,000	51,300	2,060,000	73,850	-	-
Totals	$ 2,610,000	$ 409,050	$ 10,106,609	$ 1,119,872	$ 370,000	$ 40,050

E. Conduit Debt

The City is authorized to issue industrial development revenue bonds to finance the costs of office and other industrial and commercial developments. Bonds are secured by the property financed and are payable solely from payments received on the underlying lease agreements. The bonds and the interest are limited obligations of the City payable solely out of the payments, revenues, and receipts derived by the City from the lease agreements. At December 31, 2022, there are two outstanding industrial revenue bond issuances with a total principal amount of approximately $197 million.

(9) Cooperative Agreement – Sewer Services

The City has entered into agreements with the City of Kansas City, Missouri, and the Platte County Regional Sewer District to provide certain sewer services for the City. For the year ended December 31, 2022, expenses incurred under these agreements were $36,094 (Kansas City, Missouri) and $17,759 (Platte County Regional Sewer District).

(10) Employees Retirement System

A. Plan Description

The City's defined benefit pension plan provides certain retirement, disability, and death benefits to plan members and beneficiaries. The City participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS' issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at www.molagers.org.

B. Benefits Provided

LAGERS provides retirement, death, and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after 5 years of credited service. Employees who retire on or after age 60 (55 for police) with 5 or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of 5 years of credited service and after attaining age 55 (50 for police) and receive a reduced allowance.

	2022 Valuation
Benefit Multiplier:	1.75%
Final Average Salary:	5 Years
Member Contributions:	4%

Benefit terms provide for annual post-retirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

C. Employees Covered by Benefit Terms

The following employees were covered by the benefit terms:

	General	Police	Total
Inactive employees or beneficiaries currently receiving benefits	3	3	6
Inactive employees entitled to but not yet receiving benefits	12	12	24
Active employees	22	14	36
	37	29	66

D. Contributions

The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the employer contribute 4% to the pension plan. Employer contribution rates are 11.0% (General) and 13.3% (Police) of annual covered payroll.

E. Net Pension Liability

The City's net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of February 28, 2022.

F. Actuarial Assumptions

The total pension liability in the February 28, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75% wage inflation; 2.25% price inflation
Salary Increase	2.75% to 6.75% including wage inflation (General)
	2.75% to 6.55% including wage inflation (Police)
Investment rate of return	7.00%, net of investment expenses

The healthy retiree mortality tables, for post-retirement mortality, were 115% of the PubG-2010 mortality tables for males and females. The disabled retiree mortality tables, for post-retirement mortality, were 115% of the PubG-2010 disabled mortality table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 employees mortality table for males and females.

Both the post-retirement and pre-retirement tables were adjusted for mortality improvement back to the observation period base year of 2006. The base year for males was then established to be 2017. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and a weighted average of the geometric real rates of return for each major asset class rollup are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Alpha	15.00%	3.67%
Equity	35.00%	4.78%
Fixed income	31.00%	1.41%
Real Assets	36.00%	3.29%
Strategic Assets	8.00%	5.25%
Cash/Leverage	-25.00%	-0.29%

G. Discount Rate

The discount rate used to measure the total pension liability is 7.00%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

H. Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balances at beginning of year	$ 3,759,019	$ 3,478,521	$ 280,498
Changes for the year:			
Service Cost	233,098	-	233,098
Interest	267,813	-	267,813
Change in benefit terms	-	-	-
Difference between expected and actual	115,342	-	115,342
Contributions - employer	-	261,709	(261,709)
Contributions - employee	-	84,888	(84,888)
Net investment income	-	3,647	(3,647)
Benefit payments, including refunds	(97,043)	(97,043)	-
Administrative expense	-	(5,858)	5,858
Other changes (net transfer)	-	118,221	(118,221)
Net changes	519,210	365,564	153,646
Balances at end of year	$ 4,278,229	$ 3,844,085	$ 434,144

I. Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the Net Pension Liability of the employer, calculated using the discount rate of 7.00%, as well as what the employer's Net Pension Liability would be using a discount rate that is one percentage point lower (6.00%) or one percentage point higher (8.00%) than the current rate.

	1% Decrease 6.00%	Current Single Discount Rate Assumption 7.00%	1% Increase 8.00%
Total Pension Liability	$ 4,973,164	$ 4,278,229	$ 3,712,744
Plan Fiduciary Net Position	(3,844,085)	(3,844,085)	(3,844,085)
Net Pension Liability	$ 1,129,079	$ 434,144	$ (131,341)

J. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2022, the City recognized LAGERS pension expense of $31,453; $(10,758) (General) and $42,211 (Police)). The City reported deferred outflows related to LAGERS pension from the following sources:

	General	Police	Total
Deferred Outflows of Resources:			
Assumption changes	$ 5,518	$ 3,257	$ 8,775
Difference in experience	122,379	67,983	190,362
Contributions subsequent to the measurement date*	82,886	52,545	135,431
Total	$ 210,783	$ 123,785	$ 334,568
Deferred Inflows of Resources:			
Assumption changes	$ (15,560)	$ (2,511)	$ (18,071)
Difference between projected and actual earnings on pension plan investments	(54,720)	(19,902)	(74,622)
Difference in experience	(100,399)	(67,438)	(167,837)
Total	$ (170,679)	$ (89,851)	$ (260,530)

*The amount reported as deferred outflows of resources resulting from contributions subsequent to the measurement date will be recognized as a reduction in the Net Pension Liability for the year ending December 31, 2022.

Net amounts reported as deferred outflows and deferred inflows of resources related to LAGERS pension will be recognized in pension expense as follows:

Year ending December 31:	General	Police	Total
2023	$ (16,396)	$ (913)	$ (17,309)
2024	(13,644)	(10,181)	(23,825)
2025	(36,724)	(26,175)	(62,899)
2026	22,738	17,193	39,931
2027	773	1,465	2,238
Thereafter	471	-	471
Total	$ (42,782)	$ (18,611)	$ (61,393)

K. Payable to the Pension Plan

At December 31, 2022, there were no outstanding contributions payable to the LAGERS pension plan.

(11) Commitments and Contingencies

A. Insurance

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

The City is a member of the Midwest Public Risk (MPR), formerly Mid-America Regional Council Insurance Trust, a not-for-profit corporation consisting of local governments and political subdivisions. MPR was formed as a public entity risk retention pool to cover health and dental, workers' compensation, and property and casualty claims for its members. MPR has been established as assessable pools and accounting records are maintained for each line of coverage on a policy-year basis. The City pays annual premiums to MPR for all coverage. The agreement with MPR provides that MPR will be self-sustaining through member premiums. MPR has the authority to assess members for any deficiencies of revenues under expenses for any single plan year. Likewise, MPR has the authority to declare refunds to members for the excess of revenues over expenses relating to any single plan year. The City continues to carry commercial insurance for employee life insurance and short-term disability. The amount of settlements has not exceeded the City's insurance coverage in any of the past three fiscal years.

B. Investments-Trust Fund

The City was the recipient of funds from a resident's estate during the calendar year 2002. The funds were previously held by a trustee for the benefit of the City. In 2011, the City took over management of the fund and by Resolution No. 12-01-13, the Board of Aldermen enacted a policy restricting the use of the fund to follow the intentions of the original donor of the fund. The nature of the fund is that the principal of the contributions is to remain intact. One-half of the interest earnings are to be added to the principal and the remaining one-half of annual earnings may be used to fund City capital projects. At December 31, 2022, the fund had $22,204 net appreciation on assets available for expenditure which is reported as restricted fund balance and $580,224 in principal which is reported as nonspendable fund balance. Both of these amounts are reported as restricted net position on the government-wide statement of net position. The State of Missouri requires that recipients of endowment gifts maintain the original principal intact at the original donation value.

C. Federal and State Grants

The City has received financial assistance from various federal, state, and local agencies in the form of grants and entitlements. These programs are subject to audit by agents of the granting authority. Management does not believe that liabilities for reimbursements, if any, will have a materially adverse effect upon the financial condition of the City.

D. Litigation

The City is involved in legal proceedings arising from the ordinary course of City activities. While these proceedings may have future financial effect, management believes that their ultimate outcome will not be material to the basic financial statements.

(12) Development Agreements

Tax Increment Financing and Economic Development Contract

On April 23, 2019, the City entered into a Tax Increment Financing and Economic Development Contract (the Agreement) with various Creekside Development entities (the Developer). The Agreement sets forth the implementation of the Creekside Plan, including the responsibilities of the City and the Developer.

The Creekside Plan is a multi-phased project along three quadrants of the intersection of Interstate 435 and Missouri Highway 45 in the City, and consists of the following planned developments:

- The Meadows At Creekside – a planned residential development consisting of 101 single-family homes, 96 townhome units and 216 apartment units on the southeast quadrant of the interchange (consisting of approximately 43.24 acres).

- Old Town At Creekside – a planned commercial development consisting of 13 lots for six restaurants, two mixed-use retail buildings with 100 apartment units, one café, one grocery/market, one hotel and one bank on the southeast quadrant of the interchange (consisting of approximately 38.12 acres).

- The Woods At Creekside & Creekside Village – a planned residential development consisting of 115 single-family homes (consisting of approximately 32.14 acres) and 172 townhome units in 43 buildings (consisting of approximately 23.36 acres) on the northwest quadrant of the interchange.

- Creekside Commons – a planned commercial development consisting of 10 lots for three hotels, two restaurants, a quick-serve restaurant, a gas station, a pharmacy/medical office, one mixed-use retail building with 50 apartment units, and six tournament quality youth baseball and softball fields on the northwest quadrant of the interchange. The total ballfield space of Creekside Commons consists of approximately 681,240 square feet, with total building space of the development consisting of approximately square feet, and total commercial space of the development (minus hotels) consisting of 66,100 square feet.

- Creekside Industrial – a planned industrial development consisting of 29 pad sites (a total of 1,024,106 square feet) for office/service and industrial uses on the southwest quadrant of the interchange.

The estimated cost of the entire Creekside project is approximately $335 million with financial assistance from all sources of approximately $52 million, plus interest and financing costs.

Tract IX Purchase Agreement – Meadows at Creekside

As discussed in Note 8A, the City entered into a real estate purchase agreement to sell approximately 70 acres for the Meadows at Creekside development project.

The Meadows at Creekside Community Improvement District (Meadows CID) has been established to levy certain special assessments on each apartment unit and single family dwelling. The annual assessment will be $1,737 per apartment unit and $400 per single-family home. The City is scheduled to receive $300,000 annually as payments on the promissory notes receivable over 16 years up to a total of $4,000,000. At December 31, 2022, the outstanding balance of the related notes receivable totaled $3,525,000.

Tract I Purchase Option Agreement – Creekside Industrial

As discussed in Note 8A, the Developer exercised the Tract I Purchase Option. Under the Tract I Purchase Option, the Developer and City entered into a purchase and sale agreement (Tract I Purchase Agreement). The Tract I Purchase Agreement set the purchase price at $1,600,000. Beginning January 1, 2022 and ending December 31, 2025, the City will receive $100,000 per year from the Hotel Special Assessment. Beginning January 1, 2026, the amount increases to $150,000 per year. In any year, the contribution from the Hotel Special Assessment falls short, or the Developer's failure to pay the difference, the City shall receive $100,000 each year from available sources in the Creekside Incentive Fund. All payments will be deducted from the $1,600,000 note receivable. At December 31, 2022, the outstanding balance of the related note receivable totaled $1,500,000.

Notes receivable activity for the year ended December 31, 2022, was as follows:

Notes Receivable	Beginning Balance	Additions	Reductions	Beginning Balance
Tract IX Meadows at Creekside	$ 4,000,000	$ -	$ 475,000	$ 3,525,000
Tract I Creekside Industrial	1,600,000	-	100,000	1,500,000
	$ 5,600,000	$ -	$ 575,000	$ 5,025,000

The City established the Creekside Community Improvement District (CID). The Creekside Transportation District (TDD) was established through a judicial process. The CID and TDD will impose a one percent sales tax for a period of 40 years to fund eligible CID and TDD improvements.

The City has also approved a Chapter 100 Industrial Development Plan for the portion of the site where the apartments are built. The Chapter 100 plan provides property tax abatement to the owners of the apartments for a sixteen year period. The City has issued its Taxable Industrial Development Revenue Bonds (Creekside Development Apartments Project), Series 2019, in an aggregate principal amount not to exceed $26,000,000 and its Taxable Industrial Development Revenue Bonds (Creekside Development Apartments Project), Series 2019, in an aggregate maximum principal amount of $171,000,000, for the purpose of providing funds to pay the costs of the Project.

The Creekside Plan is on a pay-as-you-go basis payable from the incremental increase in property and sales taxes generated within TIF areas of the Creekside Plan. Funding is also available from CID and TDD one percent sales taxes and certain Meadows CID special assessments As of December 31, 2022, certified tax increment financing reimbursable project costs totaled $5,621,406. Current year reimbursements totaled $155,862.

Parkville Market Place Tax Increment Financing Redevelopment Plan

In 2008, the City established the Parkville Market Place Tax Increment Financing Redevelopment Plan (Market Place Plan). The redeveloper designated as the redeveloper of Redevelopment Project Area 1 has not redeveloped Redevelopment Project Area 1. In 2018, the City amended the Market Place Plan to expand the boundaries of the original redevelopment area and created Redevelopment Project Area 2 (Project 2). Project 2 includes the construction of approximately 33,400 square feet of retail, restaurant, and/or other commercial facilities, and public and private infrastructure improvements The Market Place Plan provides up to a maximum reimbursable project costs of $5,916,893 for Project 2. The Market Place Plan is on a pay-as-you-go basis payable from the incremental increase in property and sales taxes. Funding is also available from the tax increment economic activity taxes portion of the Market Place Community Improvement District's one percent CID Sales tax and the tax increment economic activity taxes portion Market Place #2 Community Improvement District's one percent CID Sales tax. Current year reimbursements totaled $594,000.

(13) Subsequent Events

The City evaluated subsequent events through December 27, 2023, the date the financial statements were available to be issued. No events were identified that required adjustment to or disclosure in the financial statements.

CITY OF PARKVILLE, MISSOURI
Required Supplementary Information
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
General Fund
For the Year Ended December 31, 2022

	2022 Original Budget	2022 Final Budget	2022 Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Taxes	$ 3,414,363	$ 3,414,363	$ 3,720,882	$ 306,519
Intergovernmental	99,904	99,904	224,416	124,512
Charges for services	-	-	37,417	37,417
Fines and forfeitures	75,000	75,000	47,578	(27,422)
Licenses and permits	567,733	567,733	546,783	(20,950)
Charges for sewer	360,500	360,500	350,000	(10,500)
Interest	5,806	5,806	22,751	16,945
Other	171,769	171,769	107,423	(64,346)
Total Revenues	4,695,075	4,695,075	5,057,250	362,175
Expenditures:				
Current:				
General government	1,458,357	1,458,357	1,680,776	(222,419)
Public safety	2,098,869	2,098,869	1,738,165	360,704
Public works	590,417	590,417	556,423	33,994
Parks and recreation	886,930	886,930	893,570	(6,640)
Community development	377,386	377,386	389,625	(12,239)
Total Expenditures	5,411,959	5,411,959	5,258,559	153,400
Excess of Revenues Over (Under) Expenditures	(716,884)	(716,884)	(201,309)	515,575
Other Financing Sources (Uses):				
Transfers in	717,436	717,436	318,693	(398,743)
Transfers out	(291,162)	(291,162)	(292,863)	(1,701)
Sale of land and assets	400,000	400,000	528,535	128,535
Insurance proceeds	-	-	268,704	268,704
Total Other Financing Sources (Uses)	826,274	826,274	823,069	(3,205)
Change in fund balance	$ 109,390	$ 109,390	621,760	$ 512,370
Fund Balances, Beginning of Year			742,303	
Fund Balances, End of Year			$ 1,364,063	

Note: GAAP is the budgetary basis used to prepare this schedule

Schedule 2

CITY OF PARKVILLE, MISSOURI
Required Supplementary Information
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
Transportation Sales Tax Fund
For the Year Ended December 31, 2022

	2022			Variance with Final Budget
	Original Budget	Final Budget	Actual	Positive (Negative)
Revenues:				
Taxes	$ 518,437	$ 518,437	$ 629,500	$ 111,063
Intergovernmental	574,179	574,179	585,298	11,119
Other	27,975	27,975	9,779	(18,196)
Total Revenues	1,120,591	1,120,591	1,224,577	103,986
Expenditures:				
Current:				
Capital outlay	868,500	868,500	710,678	157,822
Total Expenditures	868,500	868,500	710,678	157,822
Excess of Revenues Over (Under) Expenditures	252,091	252,091	513,899	261,808
Other Financing Sources (Uses):				
Transfers in	9,836	9,836	9,787	(49)
Transfers out	(447,762)	(447,762)	(447,762)	-
Total Other Financing Sources (Uses)	(437,926)	(437,926)	(437,975)	(49)
Change in fund balance	$ (185,835)	$ (185,835)	75,924	$ 261,759
Fund Balances, Beginning of Year			291,845	
Fund Balances, End of Year			$ 367,769	

Note: GAAP is the budgetary basis used to prepare this schedule

(1) Budgetary Data

The Board of Alderman adopted annual operating budgets for all funds except for the Court Recoupment Fees, Police Training Fees LET, Police Shop, TIF Development, Market Place Project 2, Market Place CID #1, Market Place CID #2, and the Creekside Development funds. The City's budget is adopted using Generally Accepted Accounting Principles on the Modified Accrual Basis of Accounting. Revisions to the budget can be made only by the Board of Alderman. Legally, expenditures may not exceed the total amount of expenditures budgeted, as revised, in each fund. All annual appropriations lapse at year end if not encumbered.

The City follows these procedures in establishing the budgetary date reflected in the financial statements, beginning in the prior year.

1. In early August, budget worksheets are issued to each department.
2. In early September, budget requests are submitted by departments to the City Administrator.
3. Budget meetings are held between the City Administrator and each department beginning in late September to early October.
4. In late October, a proposed budget is presented to the Board of Aldermen.
5. In early December, the Board of Alderman adopt the budget.

Schedule 3

CITY OF PARKVILLE, MISSOURI
Required Supplementary Information
Schedule of Changes in Net Pension Liability and Related Ratios
For the Year Ended December 31, 2022

	Lagers							
	2022	**2021**	**2020**	**2019**	**2018**	**2017**	**2016**	**2015**
Total Pension Liability								
Service costs	$ 233,098	$ 239,471	$ 201,429	$ 172,547	$ 148,593	$ 119,807	$ 116,946	$ 104,714
Interest on total pension liability	267,813	263,386	193,934	161,830	142,885	107,562	93,722	69,352
Changes in benefit terms	-	-	443,125	-	-	252,150	-	226,297
Difference between expected and actual experience of the total pension liability	115,342	(220,194)	126,146	117,686	(16,202)	19,236	(66,469)	(47,700)
Changes of assumptions	-	(24,731)	-	-	-	(12,160)	79,853	-
Benefit payments and refunds	(97,043)	(27,877)	(22,947)	(23,897)	(27,488)	(18,639)	(31,360)	(14,002)
Net change in total pension liability	519,210	230,055	941,687	428,166	247,788	467,956	192,692	338,661
Total pension liability - beginning of year	3,759,019	3,528,964	2,587,277	2,159,111	1,911,323	1,443,367	1,250,675	912,014
Total pension liability - end of year (a)	$ 4,278,229	$ 3,759,019	$ 3,528,964	$ 2,587,277	$ 2,159,111	$ 1,911,323	$ 1,443,367	$ 1,250,675
Plan Fiduciary Net Position								
Contributions - employer	$ 261,709	$ 263,683	$ 206,382	$ 177,852	$ 155,363	$ 112,455	$ 93,771	$ 73,690
Contributions - employee	84,888	84,397	82,259	77,157	68,390	62,865	61,441	60,880
Net investment income	3,647	741,438	30,625	120,889	180,098	141,948	63	17,409
Benefit payments and refunds	(97,043)	(27,877)	(22,947)	(23,897)	(27,488)	(18,639)	(31,360)	(14,002)
Administrative expenses	(5,858)	(5,040)	(6,190)	(5,440)	(3,246)	(3,626)	(3,451)	(3,356)
Other (net transfer)	118,221	3,250	2,550	(1,855)	(6,335)	1,806	(3,952)	38,126
Net change in plan fiduciary net position	365,564	1,059,851	292,679	344,706	366,782	296,809	116,512	172,747
Plan fiduciary net position - beginning of year	3,478,521	2,418,670	2,125,991	1,781,285	1,414,503	1,117,694	1,001,182	828,435
Plan fiduciary net position - end of year (b)	$ 3,844,085	$ 3,478,521	$ 2,418,670	$ 2,125,991	$ 1,781,285	$ 1,414,503	$ 1,117,694	$ 1,001,182
Net pension liability (a) - (b)	$ 434,144	$ 280,498	$ 1,110,294	$ 461,286	$ 377,826	$ 496,820	$ 325,673	$ 249,493
Plan net position as a percentage of the total pension liability	89.85%	92.54%	68.54%	82.17%	82.50%	74.01%	77.44%	80.05%
Covered employee payroll	2,044,016	2,033,168	2,136,492	1,935,516	1,567,178	1,457,585	1,415,099	1,414,512
Net pension liability/(asset) as a percentage of covered payroll	21.24%	13.80%	51.97%	23.83%	24.11%	34.09%	23.01%	17.64%

GASB 68 requires presentation of ten years. As of December 31, 2022, only eight years of information is available.

CITY OF PARKVILLE, MISSOURI
Required Supplementary Information
Schedule of Employer Contributions
For the Year Ended December 31, 2022

LAGERS (General and Police)

Fiscal Year	Actuarially Determined Contribution	Contribution in Relation	Contribution Deficiency	Covered Employee Payroll	Contribution as Percentage
2013	$ 61,194	$ 61,194	$ -	1,496,050	4.09%
2014	63,625	63,625	-	1,621,236	3.92%
2015	90,452	90,452	-	1,497,747	6.04%
2016	93,266	93,266	-	1,559,830	5.98%
2017	142,758	142,758	-	1,633,155	8.74%
2018	159,791	159,791	-	1,767,037	9.04%
2019	192,504	192,504	-	2,041,265	9.43%
2020	235,257	235,257	-	2,055,071	11.45%
2021	274,675	274,675	-	2,164,460	12.69%
2022	200,843	260,843	-	2,184,355	11.94%

Lagers

Valuation Date February 28, 2022

Notes: The roll-forward of total pension liability from February 28, 2022 to June 30, 2022 reflects expected service cost and interest reduced by actual benefit payments and administrative expenses.

Methods and assumptions used to determine contributions rates:

Actuarial cost method Entry Age Normal and Modified Terminal Funding

Amortization method Level percentage of payroll amortization method is used to amortize the UAAL over a close period of years. If the UAAL (excluding the UAAL associated with benefit changes) is negative, then this amount is amortized over the greater of (i) the remaining initial amortization period or (ii) 15 years.

Remaining amortization period Multiple bases from 8 to 17 years

Asset valuation method 5-year smoothed market; 20% corridor

Inflation assumption 2.75% wage inflation; 2.25% price inflation

Salary increases 2.75% to 6.55% including wage inflation

Investment rate of return 7.00%, net of investment expenses

Retirement age Experienced-based table of rates that are specific to the type of eligibility condition

Mortality The healthy retiree mortality tables, for post retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The preretirement mortality tables used were 75% of the PubG-2010 Employee Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups.

Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables.

Other information: None

Schedule 5

CITY OF PARKVILLE, MISSOURI
Combining Balance Sheet - General Fund
December 31, 2022

	General Fund	Reserve Fund	Totals
Assets:			
Cash and investments	$ 263,129	$ 1,332,108	$ 1,595,237
Receivables:			
Taxes	409,384	-	409,384
Leases	331,000	-	331,000
Creekside receivables	5,075,000	-	5,075,000
Due from other governments	114,885	-	114,885
Prepaid, deposits and other assets	146,941	-	146,941
Total Assets	$ 7,319,527	$ 1,332,108	$ 8,651,635
Liabilities:			
Accounts payable	$ 299,408	$ -	$ 299,408
Accrued payroll and benefits	61,797	-	61,797
Total Liabilities	361,205	-	361,205
Deferred inflows of resources:			
Unavailable revenues - leases	324,798	-	324,798
Unavailable revenues - Creekside receivables	5,075,000	-	5,075,000
Unavailable revenues - grants	-	-	-
Unavailable revenues - taxes	194,461	-	194,461
	5,594,259	-	5,594,259
Fund balances:			
Nonspendable:			
Prepaid items	146,941	-	146,941
Committed:			
Emergency reserve	-	1,332,108	1,332,108
Unassigned	1,217,122	-	1,217,122
Total fund balances	1,364,063	1,332,108	2,696,171
Total liabilities, deferred inflows of resources and fund balances	$ 7,319,527	$ 1,332,108	$ 8,651,635

Schedule 6

CITY OF PARKVILLE, MISSOURI
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund
For the Year Ended December 31, 2022

	General Fund	Reserve Fund	Totals
Revenues:			
Taxes	$ 3,720,882	$ -	$ 3,720,882
Intergovernmental	224,416	-	224,416
Charges for services	37,417	-	37,417
Fines and forfeitures	47,578	-	47,578
Licenses and permits	546,783	-	546,783
Charges for sewer administration	350,000	-	350,000
Interest	22,751	-	22,751
Other	107,423	-	107,423
Total Revenues	5,057,250	-	5,057,250
Expenditures:			
Current:			
General government	1,680,776	-	1,680,776
Public safety	1,738,165	-	1,738,165
Public works	556,423	-	556,423
Parks and recreation	893,570	-	893,570
Community development	389,625	-	389,625
Total Expenditures	5,258,559	-	5,258,559
Excess of Revenues Over (Under) Expenditures	(201,309)	-	(201,309)
Other financing sources (uses):			
Transfers in	318,693	-	318,693
Transfers out	(292,863)	-	(292,863)
Sale of land and capital assets	528,535	-	528,535
Insurance proceeds	268,704		268,704
Total Other Financing Sources	823,069	-	823,069
Change in fund balance	621,760	-	621,760
Fund Balances, Beginning of Year	742,303	1,332,108	2,074,411
Fund Balances, End of Year	$ 1,364,063	$ 1,332,108	$ 2,696,171

Schedule 7

CITY OF PARKVILLE, MISSOURI
Combining Balance Sheet - Debt Service Funds
December 31, 2022

	River Park	Certificates of Participation	Brush Creek	Brink Meyer	Lease Purchase Agreement	Totals
Assets:						
Restricted cash and investments	$ -	$ 199,283	$ 102,638	$ 5,681	$ -	$ 307,602
Receivables:						
Special assessments	-	-	2,139,705	-	-	2,139,705
Total Assets	$ -	$ 199,283	$ 2,242,343	$ 5,681	$ -	$ 2,447,307
Liabilities:						
Due to other funds	$ -	$ -	$ -	$ -	$ 69,029	$ 69,029
Total Liabilities	-	-	-	-	69,029	69,029
Deferred inflows of resources:						
Unavailable revenues -						
Special assessments	-	70,592	2,219,618	-	-	2,290,210
Fund balances:						
Restricted:						
Debt service	-	128,691	22,725	5,681	(69,029)	88,068
Total fund balances (deficit)	-	128,691	22,725	5,681	(69,029)	88,068
Total liabilities, deferred inflows and fund balances (deficit)	$ -	$ 199,283	$ 2,242,343	$ 5,681	$ -	$ 2,447,307

CITY OF PARKVILLE, MISSOURI
Combining Statement of Revenues, Expenditures and Changes in Fund Balance -
Debt Service Funds
For the Year Ended December 31, 2022

	River Park	Certificates of Participation	Brush Creek	Brink Meyer	Lease Purchase Agreement	Totals
Revenues:						
Taxes	$ -	$ 478,048	$ -	$ -	$ -	$ 478,048
Intergovernmental	-	-	-	-	215,816	215,816
Special assessments	-	-	283,241	1,662	-	284,903
Interest	2	338	-	-	-	340
Total Revenues	2	478,386	283,241	1,662	215,816	979,107
Expenditures:						
Debt service:						
Principal	-	395,103	285,000	195,000	375,000	1,250,103
Interest and fiscal charges	-	32,461	56,361	38,665	65,328	192,815
	-	427,564	341,361	233,665	440,328	1,442,918
Excess of Revenues Over (Under) Expenditures	2	50,822	(58,120)	(232,003)	(224,512)	(463,811)
Other financing sources (uses):						
Transfers in	-	-	60,881	231,982	222,762	515,625
Total Other Financing Sources	(1,257)	-	60,881	231,982	222,762	514,368
Change in fund balance	(1,255)	50,822	2,761	(21)	(1,750)	50,557
Fund Balances (deficit), Beginning of Year	1,255	77,869	19,964	5,702	(67,279)	37,511
Fund Balances (deficit), End of Year	$ -	$ 128,691	$ 22,725	$ 5,681	$ (69,029)	$ 88,068

Schedule 9

CITY OF PARKVILLE, MISSOURI
Combining Balance Sheet - Non-major Governmental Funds
December 31, 2022

	Special Revenue Funds							
	Park Sales Tax	Economic Development	Nature Sanctuary	Parks Donations	Veterans Memorial	ARPA	Court Recoupment Fees	Police Training Fees LET
Assets								
Cash and investments	$ 819,379	$ 20,872	$263,161	$ 16,153	$ 80,518	$859,114	$ 38,387	$ 35,871
Receivables:								
Taxes	132,317	-	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-	-	-
Other	402,743	-	-	-	-	-	-	-
Due from other governments	-	-	-	-	-	-	-	-
Due from other funds	-	-	-	-	-	-	-	-
Restricted cash and investments	-	-	-	-	-	-	-	-
Total Assets	$1,354,439	$ 20,872	$263,161	$ 16,153	$ 80,518	$859,114	$ 38,387	$ 35,871
Liabilities and Fund Balances								
Liabilities:								
Accounts payable	$ 64,612	$ -	$ 148	$ -	$ -	$ -	$ -	$ -
Unearned revenue	-	-	-	-	-	859,114	-	-
Total Liabilities	64,612	-	148	-	-	859,114	-	-
Deferred inflows of resources:								
Unavailable revenues	402,743	-	-	-	-	-	-	-
Fund balances								
Nonspendable:								
Fewson trust	-	-	-	-	-	-	-	-
Restricted:								
Capital projects	-	-	-	-	-	-	-	-
Public safety	-	-	-	-	-	-	38,387	35,871
Parks and recreation	887,084	-	263,013	16,153	80,518	-	-	-
Community development	-	20,872	-	-	-	-	-	-
Total fund balances	887,084	20,872	263,013	16,153	80,518	-	38,387	35,871
Total liabilities and fund balances	$ 1,354,439	$ 20,872	$ 263,161	$ 16,153	$ 80,518	$ 859,114	$ 38,387	$ 35,871

(Continued on Next Page)

CITY OF PARKVILLE, MISSOURI
Combining Balance Sheet - Non-major Governmental Funds
December 31, 2022

	Special Revenue Funds						Permanent Fund	
	Police Shop	TIF Development	Market Place Project 2 Development	Market Place CID #1	Market Place CID #2	Creekside Development	Fewson Project	Totals
Assets								
Cash and investments	$ 22,986	$ 12,566	$ 108,187	$ 4,526	$ 58,943	$ 52,891	$ -	$2,393,554
Receivables:								
Taxes	-	-	-	11,661	11,661	34,282	-	189,921
Special assessments	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	402,743
Due from other governments	-	-	-	-	-	-	-	-
Due from other funds	-	-	-	-	-	-	-	-
Restricted cash and investments	-	-	-	-	-	-	602,428	602,428
Total Assets	$ 22,986	$ 12,566	$ 108,187	$ 16,187	$ 70,604	$ 87,173	$ 602,428	$ 3,588,646
Liabilities and Fund Balances								
Liabilities:								
Accounts payable	$ 195	$ -	$ -	$ -	$ -	$ 1,168	$ -	$ 66,123
Unearned revenue	-	-	-	-	-	-	-	859,114
Total Liabilities	195	-	-	-	-	1,168	-	925,237
Deferred inflows of resources:								
Unavailable revenues	-	-	64,760	-	-	53,510	-	521,013
Fund balances								
Nonspendable:								
Fewson trust	-	-	-	-	-	-	580,224	580,224
Restricted:								
Capital projects	-	-	-	-	-	-	22,204	22,204
Public safety	22,791	-	-	-	-	-	-	97,049
Parks and recreation	-	-	-	-	-	-	-	1,246,768
Community development	-	12,566	43,427	16,187	70,604	32,495	-	196,151
Total fund balances	22,791	12,566	43,427	16,187	70,604	32,495	602,428	2,142,396
Total liabilities and fund balances	$ 22,986	$ 12,566	$ 108,187	$ 16,187	$ 70,604	$ 87,173	$ 602,428	$ 3,588,646

Schedule 10

CITY OF PARKVILLE, MISSOURI
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Non-major Governmental Funds
For the Year Ended December 31, 2022

	Special Revenue Funds							
	Park Sales Tax	Economic Development	Nature Sanctuary	Parks Donations	Veterans Memorial	ARPA	Court Recoupment Fees	Police Training Fees LET
Revenues:								
Taxes	$775,714	$ 56,738	$ -	$ -	$ -	$ -	$ -	$ -
Intergovernmental	-	-	1,130	-	-	325,000	-	-
Interest	-	-	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-	-	-
Grants and donations	-	-	5,760	1,046	31,688	-	-	-
Other	14,570	-	-	-	-	-	-	-
Total Revenues	790,284	56,738	6,890	1,046	31,688	325,000	-	784
Expenditures:								
Current:								
Public safety	-	-	-	-	-	-	489	-
Parks and recreation	508,440	-	8,262	-	5,600	-	-	-
Community development	-	6,876	-	-	-	-	-	-
	508,440	6,876	8,262	-	5,600	-	489	-
Excess of Revenues Over (Under) Expenditures	281,844	49,862	(1,372)	1,046	26,088	325,000	(489)	784
Other financing sources (uses):								
Transfers in	-	-	-	-	-	-	-	-
Transfers out	(92,436)	(37,936)	-	-	-	(325,000)	-	-
Insurance proceeds	52,563	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	(39,873)	(37,936)	-	-	-	(325,000)	-	-
Change in fund balance	241,971	11,926	(1,372)	1,046	26,088	-	(489)	784
Fund Balances, Beginning of Year	645,113	8,946	264,385	15,107	54,430	-	38,876	35,087
Fund Balances, End of Year	$887,084	$ 20,872	$ 263,013	$ 16,153	$ 80,518	$ -	$ 38,387	$ 35,871

(Continued on Next Page)

Schedule 10

CITY OF PARKVILLE, MISSOURI
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Non-major Governmental Funds
For the Year Ended December 31, 2022

	Special Revenue Funds						Permanent Fund	
	Police Shop	TIF Development	Market Place Project 2	Market Place CID #1	Market Place CID #2	Creekside Development	Fewson Project	Totals
Revenues:								
Taxes	$ -	$ 351,627	$ 159,975	$ 50,343	$ 50,343	$ 538,397	$ -	$ 1,983,137
Intergovernmental	-	219,927	18,934	-	-	30,147	-	595,138
Interest	-	25	-	-	-	-	1,255	1,280
Special assessments	-	-	-	-	-	373,421	-	373,421
Grants and donations	22,410	-	-	-	-	-	-	60,904
Other	-	-	-	-	-	-	-	14,570
Total Revenues	22,410	571,579	178,909	50,343	50,343	941,965	1,255	3,029,234
Expenditures:								
Current:								
Public safety	25,999	-	-	-	-	-	-	26,488
Parks and recreation	-	-	-	-	-	-	-	522,302
Community development	-	571,554	599,081	55,158	2,750	1,234,134	-	2,469,553
	25,999	571,554	599,081	55,158	2,750	1,234,134	-	3,018,343
Excess of Revenues Over (Under) Expenditures	(3,589)	25	(420,172)	(4,815)	47,593	(292,169)	1,255	10,891
Other financing sources (use								
Transfers in	-	-	51,282	-	-	113,148	-	164,430
Transfers out	-	-	(9,787)	(25,641)	(25,641)	(75,212)	-	(591,653)
Insurance proceeds	-	-	-	-	-	-	-	52,563
Total Other Financing Sources (Uses)	-	-	41,495	(25,641)	(25,641)	37,936	-	(374,660)
Change in fund balance	(3,589)	25	(378,677)	(30,456)	21,952	(254,233)	1,255	(363,769)
Fund Balances, Beginning of Year	26,380	12,541	422,104	46,643	48,652	286,728	601,173	2,506,165
Fund Balances, End of Year	$ 22,791	$ 12,566	$ 43,427	$ 16,187	$ 70,604	$ 32,495	$ 602,428	$ 2,142,396

CITY OF PARKVILLE, MISSOURI
Combining Balance Sheet - Creekside Development
December 31, 2022

	Creekside CID Fund	Creekside TDD Fund	Meadows at Creekside CID Fund	Creekside Special Allocation Fund	Totals
Assets:					
Cash and investments	$ (1,766)	$ (82)	$ 792	$ 53,947	$ 52,891
Receivables:					
Taxes	17,141	17,141	-	-	34,282
Total Assets	$ 15,375	$ 17,059	$ 792	$ 53,947	$ 87,173
Liabilities:					
Accounts payable	$ -	$ -	$ -	$ 1,168	$ 1,168
Total Liabilities	-	-	-	1,168	1,168
Deferred inflows of resources:					
Unavailable revenues - Special assessments	-	-	792	52,718	53,510
Fund balances:					
Restricted:					
Community development	15,375	17,059	-	61	32,495
Total fund balances	15,375	17,059	-	61	32,495
Total liabilities, deferred inflows and fund balances	$ 15,375	$ 17,059	$ 792	$ 53,947	$ 87,173

CITY OF PARKVILLE, MISSOURI
Combining Statement of Revenues, Expenditures and Changes in Fund Balance -
Creekside Development
For the Year Ended December 31, 2022

	Creekside CID Fund	Creekside TDD Fund	Meadows at Creekside CID Fund	Creekside Special Allocation Fund	Totals
Revenues:					
Taxes	$ 135,155	$ 124,715	$ -	$ 278,527	$ 538,397
Special assessments	-	-	373,421	-	373,421
Total Revenues	135,155	124,715	373,421	308,674	941,965
Expenditures:					
Current:					
Community development	151,616	147,155	498,818	436,545	1,234,134
	151,616	147,155	498,818	436,545	1,234,134
Excess of Revenues Over (Under) Expenditures	(16,461)	(22,440)	(125,397)	(127,871)	(292,169)
Change in fund balance	(54,067)	(60,046)	(125,397)	(14,723)	(254,233)
Fund Balances, Beginning of Year	69,442	77,105	125,397	14,784	286,728
Fund Balances, End of Year	$ 15,375	$ 17,059	$ -	$ 61	$ 32,495

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Debt Service Funds
For the Year Ended December 31, 2022

	River Park			Certificates of Participation			Brush Creek		
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
Revenues:									
Taxes	$ -	$ -	$ -	$ 487,649	$ 478,048	$ (9,601)	$ -	$ -	$ -
Special assessments	-	-	-	-	-	-	282,180	283,241	1,061
Interest	-	2	2	120	338	218	-	-	-
Total Revenues	-	2	2	487,769	478,386	(9,383)	282,180	283,241	1,061
Expenditures:									
Debt service:									
Principal	-	-	-	395,103	395,103	-	285,000	285,000	-
Interest and fiscal charges	-	-	-	32,461	32,461	-	56,361	56,361	-
Total Expenditures	-	-	-	427,564	427,564	-	341,361	341,361	-
Excess of Revenues Over (Under) Expenditures	-	2	2	60,205	50,822	(9,383)	(59,181)	(58,120)	1,061
Other financing sources (uses):									
Transfers in	-	-	-	-	-	-	59,181	60,881	1,700
Total Other Financing Sources (Uses)	-	(1,257)	1,257	-	-	-	59,181	60,881	1,700
Change in fund balance	$ -	(1,255)	$ 1,259	$ 60,205	50,822	$ (9,383)	$ -	2,761	$ 2,761
Fund Balance (deficit), Beginning of Year		1,255			77,869			19,964	
Fund Balance (deficit), End of Year		$ -			$ 128,691			$ 22,725	

(Continued on Next Page)

Schedule 13

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Debt Service Funds
For the Year Ended December 31, 2022

	Brink Meyer			Lease Purchase Agreement			Totals		
	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)	Final Budget	Actual	Variance Positive (Negative)
Revenues:									
Taxes	$ 1,683	$ -	$ (1,683)	$ -	$ -	$ -	$ 489,332	$ 478,048	$ (11,284)
Intergovernmental	-	-	-	217,566	215,816	(1,750)	217,566	215,816	(1,750)
Special assessments	-	1,662	1,662	-	-	-	282,180	284,903	2,723
Interest	-	-	-	-	-	-	120	340	220
Total Revenues	1,683	1,662	(21)	217,566	215,816	(1,750)	989,198	979,107	(10,091)
Expenditures:									
Debt service:									
Principal	195,000	195,000	-	375,000	375,000	-	1,250,103	1,250,103	-
Interest and fiscal charges	38,665	38,665	-	65,328	65,328	-	192,815	192,815	-
Total Expenditures	233,665	233,665	-	440,328	440,328	-	1,442,918	1,442,918	-
Excess of Revenues Over (Under) Expenditures	(231,982)	(232,003)	(21)	(222,762)	(224,512)	(1,750)	(453,720)	(463,811)	(10,091)
Other financing sources (uses):									
Transfers in	231,982	231,982	-	222,762	222,762	-	513,925	515,625	1,700
Total Other Financing Sources (Uses)	231,982	231,982	-	222,762	222,762	-	513,925	514,368	443
Change in fund balance	$ -	(21)	$ (21)	$ -	(1,750)	$ (1,750)	$ 60,205	50,557	$ (9,648)
Fund Balance (deficit), Beginning of Year		5,702			(67,279)			37,511	
Fund Balance (deficit), End of Year		$ 5,681			$ (69,029)			$ 88,068	

Schedule 14

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Park Sales Tax Fund
For the Year Ended December 31, 2022

	2022 Original Budget	2022 Final Budget	2022 Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Taxes	$ 627,804	$ 627,804	$ 775,714	$ 147,910
Intergovenmental	1,000,000	1,000,000	-	(1,000,000)
Other	-	-	14,570	14,570
Total Revenues	1,627,804	1,627,804	790,284	(837,520)
Expenditures:				
Parks and recreation	2,424,500	2,424,500	508,440	1,916,060
Total Expenditures	2,424,500	2,424,500	508,440	1,916,060
Excess of Revenues Over Expenditures	(796,696)	(796,696)	281,844	1,078,540
Other financing sources (uses):				
Transfers out	(92,436)	(92,436)	(92,436)	-
Insurance proceeds	-	-	52,563	52,563
Interfund loan proceeds	400,000	400,000	-	(400,000)
Total Other Financing Sources (Uses)	307,564	307,564	(39,873)	(347,437)
Change in fund balance	$ (489,132)	$ (489,132)	241,971	$ 731,103
Fund Balance, Beginning of Year			645,113	
Fund Balance, End of Year			$ 887,084	

Schedule 15

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Economic Development Fund
For the Year Ended December 31, 2022

	2022 Original Budget	2022 Final Budget	2022 Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Taxes	$ 85,000	$ 85,000	$ 56,738	$ (28,262)
Total Revenues	85,000	85,000	56,738	(28,262)
Expenditures:				
Community development	83,000	83,000	6,876	76,124
Total Expenditures	83,000	83,000	6,876	76,124
Excess of Revenues Over Expenditures	2,000	2,000	49,862	47,862
Other financing sources (uses):				
Transfers out	-	-	(37,936)	(37,936)
Total Other Financing Sources (Uses)	-	-	(37,936)	(37,936)
Change in fund balance	$ 2,000	$ 2,000	11,926	$ 9,926
Fund Balance, Beginning of Year			8,946	
Fund Balance, End of Year			$ 20,872	

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Nature Sanctuary Fund
For the Year Ended December 31, 2022

	2022			Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues:				
Intergovernmental	$ -	$ -	$ 1,130	$ 1,130
Grants and donations	6,700	6,700	5,760	(940)
Total Revenues	6,700	6,700	6,890	190
Expenditures:				
Parks and recreation	4,200	8,100	8,262	(162)
Total Expenditures	4,200	8,100	8,262	(162)
Change in fund balance	$ 2,500	$ (1,400)	(1,372)	$ 28
Fund Balance, Beginning of Year			264,385	
Fund Balance, End of Year			$ 263,013	

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Parks Donations Fund
For the Year Ended December 31, 2022

	2022			Variance with Final Budget Positive (Negative)
	Original Budget	Final Budget	Actual	
Revenues:				
Grants and donations	$ 2,500	$ 2,500	$ 1,046	$ (1,454)
Total Revenues	2,500	2,500	1,046	(1,454)
Expenditures:				
Parks and recreation	5,000	5,000	-	5,000
Total Expenditures	5,000	5,000	-	5,000
Change in fund balance	$ (2,500)	$ (2,500)	1,046	$ 3,546
Fund Balance, Beginning of Year			15,107	
Fund Balance, End of Year			$ 16,153	

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Veterans Memorial Fund
For the Year Ended December 31, 2022

	2022			Variance with Final Budget
	Original Budget	Final Budget	Actual	Positive (Negative)
Revenues:				
Grants and donations	$ 100,000	$ 100,000	$ 31,688	$ (68,312)
Total Revenues	100,000	100,000	31,688	(68,312)
Expenditures:				
Parks and recreation	65,000	65,000	5,600	59,400
Total Expenditures	65,000	65,000	5,600	59,400
Change in fund balance	$ 35,000	$ 35,000	26,088	$ (8,912)
Fund Balance, Beginning of Year			54,430	
Fund Balance, End of Year			$ 80,518	

Schedule 19

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
ARPA Fund
For the Year Ended December 31, 2022

	2022 Original Budget	2022 Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Intergovernmental	$ -	$ -	$ 325,000	$ 325,000
Total Revenues	-	-	325,000	325,000
Expenditures:				
Total Expenditures	-	-	-	-
Excess of Revenues Over Expenditures	-	-	325,000	325,000
Other financing sources (uses):				
Transfers out	(450,000)	(450,000)	(325,000)	125,000
Total Other Financing Sources (Uses)	(450,000)	(450,000)	(325,000)	125,000
Change in fund balance	$ (450,000)	$ (450,000)	-	$ 450,000
Fund Balance, Beginning of Year			-	
Fund Balance, End of Year			$ -	

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Fewson Fund
For the Year Ended December 31, 2022

	2022 Original Budget	2022 Final Budget	2022 Actual	Variance with Final Budget Positive (Negative)
Revenues:				
Interest	$ 5,500	$ 5,500	$ 1,255	$ (4,245)
Total Revenues	5,500	5,500	1,255	(4,245)
Expenditures:				
General government	17,440	17,440	-	17,440
Total Expenditures	17,440	17,440	-	17,440
Excess of Revenues Over Expenditures	(11,940)	(11,940)	1,255	13,195
Other financing sources (uses):				
Interfund loan advance	(400,000)	-	-	-
Total Other Financing Sources (Uses)	(400,000)	-	-	-
Change in fund balance	$ (411,940)	$ (11,940)	1,255	$ 13,195
Fund Balance, Beginning of Year			601,173	
Fund Balance, End of Year			$ 602,428	

Schedule 21

CITY OF PARKVILLE, MISSOURI
Schedule of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Capital Projects Fund
For the Year Ended December 31, 2022

	2022			Variance with Final Budget
	Original Budget	Final Budget	Actual	Positive (Negative)
Revenues:				
Intergovernmental	$ -	$ -	$ 1,398,582	$ 1,398,582
Total Revenues	-	-	1,398,582	1,398,582
Expenditures:				
Capital outlay	2,777,754	2,777,754	1,656,050	1,121,704
Total Expenditures	2,777,754	2,777,754	1,656,050	1,121,704
Excess of Revenues Over Expenditures	(2,777,754)	(2,777,754)	(257,468)	2,520,286
Other financing sources (uses):				
Transfers in	325,000	325,000	325,000	-
Transfers out	(325,000)	(325,000)	-	325,000
Total Other Financing Sources (Uses)	-	-	325,000	325,000
Change in fund balance	$ (2,777,754)	$ (2,777,754)	67,532	$ 2,845,286
Fund Balance, Beginning of Year			243,411	
Fund Balance, End of Year			$ 310,943	

CITY OF PARKVILLE, MISSOURI

SINGLE AUDIT REPORT

FOR THE YEAR ENDED DECEMBER 31, 2022

City of Parkville, Missouri
Single Audit Report

For the Year Ended December 31, 2022

Table of Contents

HOOD AND ASSOCIATES CPAs, PC

Independent Auditor's Report on Schedule of Expenditures of Federal Awards

To the Honorable Mayor and
Board of Aldermen
City of Parkville, Missouri

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Parkville, Missouri (the City) as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 27, 2023 which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Hood and Associates CPAs, PC

Kansas City, Missouri
December 27, 2023

ADDITIONAL INFORMATION

City of Parkville, Missouri
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Program	Assistance Listing Number	Pass-Through Number	Federal Expenditures
U.S. Department of Treasury:			
American Rescue Plan Act			
Coronavirus State and Local Fiscal Recovery Funds	21.027		$ 325,000
Total U.S. Department of Treasury			325,000
U.S. Department of Transportation:			
Passed Through Missouri Highways and Transportation Commission			
Highway Planning and Construction Cluster	20.205	STP-3400(442)	833,881
Total U.S. Department of Transportation			833,881
Total Expenditures of Federal Awards			$ 1,158,881

See accompanying notes to the schedule of expenditures of federal awards.

City of Parkville, Missouri
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2022

Note 1. Organization

The City of Parkville, Missouri (the City), is the recipient of federal awards. All federal awards received directly from federal agencies as well as those awards that are passed through other government agencies, are included on the Schedule of Expenditures of Federal Awards.

Note 2. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Parkville , Missouri, and is presented on the modified accrual basis of accounting. The information presented in this schedule is in accordance with the requirements of Title 2 U.S. *Code of Federal Regulation* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.* Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Note 3. Local Government Contributions

Local cost sharing, as defined by Title 2 CFR Part 200, Subpart D, Section 200.306 is required by certain federal grants. The amount of cost sharing varies with each program. Only the federal share of expenditures is presented in the Schedule of Expenditures of Federal Awards.

Note 4. Additional Audits

Grantor agencies reserve the right to conduct additional audits of the City's grant programs for economy and efficiency and program results that may result in disallowed costs to the City. However, management does not believe such audits would result in any disallowed costs that would be material to the City's financial position at December 31, 2022.

Note 5. Indirect Cost Rate

The City does not allocate indirect costs, and therefore has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

City of Parkville, Missouri
Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2022

Section 1 - Summary of Auditor's Results

Financial Statements:

Type Audit Report Issued on the Basic Financial Statements of Auditee

Unmodified

Internal Control Over Financial Reporting

No significant deficiencies reported, material weakness identified.

General Compliance

The audit did not disclose any instances of noncompliance, which would be material to the basic financial statements.

Federal Awards:

Internal Control Over Major Programs

No significant deficiencies reported, no material weaknesses identified.

Type Audit Report Issued on Compliance for Major Programs

Unmodified

Audit Findings

None

Major Programs

CFDA Number	Name of Federal Program
20.205	Highway Planning and Construction Cluster

Dollar Threshold Used to Distinguish Between Type A and Type B Program

$750,000

Auditee Qualified as a Low-risk Auditee

No

Section 2 – Financial Statement Findings

Financial Statement Findings Required to be Reported in Accordance with Generally Accepted Government Auditing Standards

2022-001 Financial Reporting

Condition
Our audit procedures identified adjustments that were required to properly report certain transactions of the City in accordance with generally accepted accounting principles. These adjustments were not initially identified by the City's internal controls over financial reporting.

Criteria
An effective internal control system over financial reporting should be in place to ensure year-end balances and external financial reporting conforms to generally accepted accounting principles.

Cause
Year-end procedures were not sufficient to identify the adjustments noted above in a timely manner.

Effect
Potential exists for material misstatements to the financial statements.

Recommendation

We recommend that management review year-end closing procedures to ensure that transactions are properly recorded in accordance with generally accepted accounting principles. In addition, due to the complexities of financial reporting, we recommend that management explore various alternatives for improving the controls over financial reporting including the use of governmental accounting standards, reference guides and continuing education and training courses.

Management's Response/Corrective Action

See Corrective Action Plan – page 7

Summary Schedule of Prior Audit Findings

2021-001 Financial Reporting

Condition
Our audit procedures identified adjustments that were required to properly report certain transactions of the City in accordance with generally accepted accounting principles. These adjustments were not initially identified by the City's internal controls over financial reporting.

Recommendation
We recommended that management review year-end closing procedures to ensure that transactions are properly recorded in accordance with generally accepted accounting principles. In addition, due to the complexities of financial reporting, we recommended that management explore various alternatives for improving the controls over financial reporting including the use of governmental accounting standards, reference guides and continuing education and training courses.

Current Year Status
Comment repeated in the current year as part of finding 2022-001

Section 3 – Federal Award Findings and Questioned Costs

Federal Award Findings Required to be Reported in Accordance with the Uniform Guidance

None

Summary Schedule of Prior Audit Findings

None

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

Corrective Action Plan
Year Ended December 31, 2022

2022-001 Financial Reporting

Criteria
An effective internal control system over financial reporting should be in place to ensure year-end balances and external financial reporting conforms to generally accepted accounting principles.

Condition
Our audit procedures identified adjustments that were required to properly report certain transactions of the City in accordance with generally accepted accounting principles. These adjustments were not initially identified by the City's internal controls over financial reporting.

Cause
Year-end procedures were not sufficient to identify the adjustments noted above in a timely manner.

Effect
Potential exists for material misstatements to the financial statements.

Recommendation
We recommend that management review year-end closing procedures to ensure that transactions are properly recorded and approved in accordance with generally accepted accounting principles.

Corrective Action Plan
Staff agrees with the adjustments recommended by our auditors. The City experienced staff turnover in the finance area at the end of 2022 that had significant impact on the timing of performing year-end adjustments. Staff understands that the City is ultimately accountable for the accuracy of the financial statements and will endeavor to increase the in-house knowledge of governmental accounting standards to improve this reporting process.

The City hired a Deputy City Administrator/Finance Director at the end of August 2023 for the purpose of restructuring the finance processes of the City. While this change took place after the 2022 fiscal year, we are encouraged that the amount of adjustments staff performed increased over prior years. Staff has already started the 2023 audit process and believe there will be substantial overall improvements in processes and procedures to make for smoother, more efficient financial audits moving forward.

Personnel responsible For Corrective Action:
Bryan Kidney, Deputy City Administrator/Finance Director, 816-268-5014

Anticipated Completion Date:
March 31, 2024

Prior Year Reference Number: 2021-001

Finding Summary: Financial Reporting – Material Adjustments

Status: See Current Year finding 2022-001

COMPLIANCE REPORTS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable Mayor and
Board of Aldermen
City of Parkville, Missouri

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Parkville, Missouri (the City), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated December 27, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal control described in the accompanying schedule of findings and responses as item 2022-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hood and Associates CPAs, PC

Kansas City, Missouri
December 27, 2023

Independent Auditor's Report on Compliance for the Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Honorable Mayor and
Board of Aldermen
City of Parkville, Missouri

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Parkville, Missouri's (the City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended December 31, 2022. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Hood and Associates CPAs, PC

Kansas City, Missouri
December 27, 2023

CITY OF PARKVILLE, MISSOURI

REQUIRED COMMUNICATIONS AND MANAGEMENT LETTER

For the Year Ended December 31, 2022

City of Parkville, Missouri

Required Communications and Management Letter

For the Year Ended December 31, 2022

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To the Honorable Mayor and
Board of Aldermen
City of Parkville, Missouri

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Parkville, Missouri (the City) as of and for the year ended December 31, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and Government Auditing Standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 6, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 1 to the financial statements, the City changed accounting policies related to leases by adopting Statement of Governmental Accounting Standards (GASB) Statement No. 87, *Leases*, during 2022. No other new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. Significant accounting estimates used by the City's management include determining the allowance for doubtful accounts, the estimated historical cost of infrastructure and the related estimated useful lives used in recording depreciation and accumulated depreciation for capital assets, and the estimated obligation relating to pension benefits. We evaluated the key factors and assumptions used in developing the above estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit. However, there were delays in receiving certain required audit information and schedules.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. We assisted with the adjustments necessary in implementing GASB Statement No. 87, *Leases*. The following material misstatements were detected as a result of our audit procedures and were corrected by management.

- Adjustments to record accrued liabilities of $268,037.
- Adjustment to record $411,520 unearned revenue for the remaining amount of unspent ARPA funds.
- Adjustment to record $402,743 of insurance proceeds receivable and related deferred inflow of $402,743.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 27, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the City's management's discussion and analysis and other required supplementary information (RSI) as listed in the table of contents which are required to supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund statements and schedules which accompany the financial statements but are not RSI. With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Parkville, Missouri as of and for the year ended December 31, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency in the City's internal control described under Financial Reporting to be a material weakness.

As part of our annual audit, we try to identify opportunities for improving the management of financial resources and for improving the internal controls over financial reporting. We are submitting, for your consideration, our observations and recommendations with regard to these matters.

Management's responses to our comments are included with this report. We did not audit the City's responses and, accordingly, we express no opinion on them.

CURRENT YEAR COMMENTS

Financial Reporting – Material Weakness

Management is responsible for establishing, maintaining, and monitoring internal controls over financial reporting, and for the fair presentation of the financial statements and related notes in conformity with U.S. generally accepted accounting principles. Under our professional standards, we have to assess the City's controls over preparing the financial statements. These controls should allow management or employees to prevent, detect, and correct financial statements on a timely basis.

Our audit procedures identified adjustments that was required to properly report a certain transaction of the City in accordance with generally accepted accounting principles. This adjustment was not initially identified by the City's internal controls over financial reporting.

We recommend that management review year-end closing procedures to ensure that transactions are properly recorded in accordance with generally accepted accounting principles. In addition, due to the complexities of financial reporting, we recommend that management explore various alternatives for improving the controls over financial reporting including the use of governmental accounting standards, reference guides and continuing education and training courses.

Management's Response

Staff agrees with the adjustments recommended by our auditors. The City experienced staff turnover in the finance area at the end of 2022 that had significant impact on the timing of performing year-end adjustments. Staff understands that the City is ultimately accountable for the accuracy of the financial statements and will endeavor to increase the in-house knowledge of governmental accounting standards to improve this reporting process.

The City hired a Deputy City Administrator/Finance Director at the end of August 2023 for the purpose of restructuring the finance processes of the City. While this change took place after the 2022 fiscal year, we are encouraged that the amount of adjustments staff performed increased over prior years. Staff has already started the 2023 audit process and believe there will be substantial overall improvements in processes and procedures to make for smoother, more efficient financial audits moving forward.

Key Personnel

The City is exposed to certain management risks including among others, the possible loss of continuity and disruption in City operations with the loss of key personnel either through retirement or unanticipated circumstance. We recommend that City management evaluate and identify the exposure to such risks and develop plans to mitigate such risks. Such plans might include developing an emergency management plan; performing succession planning for key members of management; documenting specific workflow responsibilities and requirements, and increased cross-training of City personnel.

Management's Response

The City is continuing to review continuity concerns due to any potential staff turnover. The risk to a smaller community such as Parkville is high due to having limited resources. For this reason, the City Administrator has embarked on a comprehensive review of all areas of both internal staffing and professional relationships. Throughout the past year the City has restructured positions to have an additional support and redundancy in payroll, accounts payable and utility billing. In addition, the City has also entered into new contracts for outsourcing human resources and financial advisory support to ensure ongoing technical support.

Future Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued the following statements which may impact the City's financial reporting requirements.

- GASB Statement No. 94 *Public-Private and Public-Public Partnerships and Availability Payment Arrangements,* effective for the fiscal year beginning January 1, 2023.
- GASB Statement No. 96 *Subscription-Based Information Technology Arrangements*, effective for the fiscal year beginning January 1, 2023.
- GASB Statement 99 *Omnibus*, generally effective for fiscal year beginning January 1, 2023.
- GASB Statement No. 100, *Accounting Changes and Error Corrections—an amendment of GASB Statement No. 62,* effective for the fiscal year beginning January 1, 2024.
- GASB Statement No. 101, *Compensated Absences*, effective for the fiscal year beginning January 1, 2024.

We recommend management review these standards to determine the impact they may have on the City's financial reporting.

Management's Response

City staff will review all recent and upcoming GASB statements and ensure that any required changes are incorporated in future financial reporting.

PRIOR YEAR COMMENTS

In the prior year, we issued certain comments and recommendations in regard to the City's accounting, internal control and financial reporting issues. The following table summarizes the nature and significance of these comments as described in the prior year's reports, and our determination of the status of those comments.

Prior Year Comment Description	Significance	Current Year Status
Financial Reporting	We identified adjustments that w ere required to properly report certain transactions in accordance w ith generally accepted accounting principles. We recommended that management review year-end closing procedures to ensure that transactions are properly recorded and approved in accordance w ith generally accepted accounting principles.	Comment is repeated as material adjustments w ere required to properly report certain transactions in accordance w ith generally accepted accounting principles w ere identified.
Grant Management	The City has a number of capital projects funded by grant agreements. Under these agreements, the City w ill incur and pay project related costs upfront and then request reimbursement for eligible costs from the Grantee. During our audit, w e noted that there w as a time lag betw een w hen the costs w ere incurred and paid and w hen the City requested reimbursement from the Grantee. Such a time lag could create cash flow concerns for the City. We recommended that the City review its grant reimbursement policies and procedures to more timely request reimbursements in accordance w ith grant agreement.	We continue to recommend that the City review its grant reimbursement policies and procedures to more timely request reimbursements in accordance w ith grant agreement.
Cyber Security	Organizations are encountering more cyberattacks than in previous years partly due to the migration of w orking remote. One example of a cyberattack is through phishing emails asking employees to click on a link w hich deploys malw are to encrypt the Organization's system. We recommend that the City continue review ing current policies and procedures related to cyber security. Procedures should include training employees on how to identify phishing emails and w hat to do if one is suspected, review cyber security protocols for key systems, test back-up systems w ith key data, and developing an incident response plan if an attack occurs.	We continue to recommend that the City continue review ing current policies and procedures related to cyber security.
Future Accounting Pronouncements	We recommended that management review upcoming standards to determine w hat impact they may have on the City's financial reporting.	The City implemented all applicable standards that became effective during fiscal year 2022.

This report is intended solely for the information and use of the Mayor, Board of Alderman, and management of the City, and is not intended to be and should not be used by anyone other than these specified parties.

Hood and Associates CPAs PC

Kansas City, Missouri
December 27, 2023

ITEM 4.B.
For 1/30/2024
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 26, 2024

Prepared By:
Melissa McChesney, City Clerk

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve Resolution No. 24-002 to authorize the mayor to execute a termination of water service agreement with Missouri-American Water Company (Administration)

BACKGROUND:
The City approved a water service termination agreement with Missouri-American Water Company (MAWC) in August 2013. Per the agreement, the City can request that MAWC terminate water service to customers who have not paid their City sewer bills. The City received a letter from MAWC in November 2023 that they are terminating the 2013 agreement and submitted a revised water service termination agreement that has an effective date of March 1, 2024.

The new agreement amends the schedule of fees, with MAWC stating, "The current termination and restoration fees are being subsidized by Missouri-American Water Company and, as a public regulated utility, Missouri-American Water Company must be mindful of the ratepayers' monies."

- The 2013 agreement standard termination AND re-connection fee was $28.50; the after-hours fee was $131.
- The 2024 agreement standard termination fee AND re-connection, effective March 1, 2024, will be $94; the after-hours fee will be $188.

NOTE: These are separate fees for termination and re-connection, so the impact of off/on will be the fee times 2.

These fees are charged directly back to the customer. Upon approval of the agreement, City staff will communicate this new fee schedule accordingly.

STRATEGIC GOAL(S):

- Operational Excellence
- Infrastructure and Public Facilities

BUDGET IMPACT:
There is no budget impact to the City, as the fees are charged directly back to the customer.

ALTERNATIVES:

1. Approve Resolution No. 24-002 authorizing the mayor to sign the termination of water service agreement.

2. Approve the item, subject to changes.
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:
This is at the request of Missouri-American Water.

POLICY:
The Board of Aldermen approved the 2013 agreement with Missouri-American Water Company.

SUGGESTED MOTION:
I move to approve Resolution No. 24-002 authorizing the mayor to execute the termination of water service agreement with Missouri-American Water Company.

ATTACHMENTS:
1. Resolution No. 24-002
2. 2024 Agreement
3. 2013 Agreement

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

CITY OF PARKVILLE, MO.
RESOLUTION No. 24-002

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TERMINATION OF WATER SERVICE AGREEMENT BY AND BETWEEN THE CITY OF PARKVILLE AND MISSOURI-AMERICAN WATER COMPANY

WHEREAS, the City of Parkville ("City") and Missouri-American Water Company ("MAWC") are parties to a Water Service Termination Agreement dated August 20, 2013 (the "2013 Agreement") under which the City can request MAWC to terminate water service to customers who have not paid the City for the provision of sewer service; and

WHEREAS, MAWC gave notice that it is terminating the 2013 Agreement and submitted a proposed replacement Water Service Termination Agreement that has an effective date of March 1, 2024, a copy of which is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, that the Mayor is hereby authorized to execute on behalf of the City the Water Service Termination Agreement between the City of Parkville and Missouri-American Water Company, in substantially the same form as is attached to this Resolution.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 30th day of January 2024.

____
Mayor Dean Katerndahl

ATTEST:

____
City Clerk Melissa McChesney

TERMINATION OF WATER SERVICE AGREEMENT

Made as of the _____ day of ___________________, 20___ between the CITY OF PARKVILLE, MISSOURI, ("City"), and MISSOURI-AMERICAN WATER COMPANY, a Missouri corporation, ("MAWC").

WHEREAS, the City is engaged in supplying sewer service to the citizens and residents of the City and the adjacent area; and

WHEREAS, the City charges a fee for such sewer services and bills such fee on a periodic basis to its citizens and residents so served; and

WHEREAS, the City is obligated to collect delinquent sewer bills from its citizens and residents so served; and

WHEREAS, MAWC is the owner and operator of a water distribution system serving customers of the City, subject to the laws of the State of Missouri and the Jurisdiction, Rules and Regulations of the Missouri Public Service Commission ("Commission"); and

WHEREAS, MAWC is authorized, at the request and direction of the City pursuant to the provision of Section 393.015 of the Revised Statutes of the State of Missouri, to terminate water service and discontinue the supply of water from its system to any premises, at which the sewer bills for sewer service supplied by the City are unpaid;

NOW THEREFORE, in consideration of the covenants hereinafter expressed, the parties hereto do mutually agree as follows:

1. When in the course of its business, the City determines, pursuant to state statute, that City sewer charges remain unpaid and are in arrears for more than thirty (30) days after rendition of a written notice of such charges to its sewer customer, the City shall submit a request, in a format specified by MAWC, to MAWC to terminate water service to the City's sewer customer until such time as the sewer charges and all related costs are paid, and with such request, the City shall provide customer-identifying information as specified by MAWC. With such request, the City certifies:

   (A) that said sewer customer's sewer charges are in arrears for more than thirty (30) days after the City sends written notice;

   (B) that said sewer customer has been afforded written notice of: (1) the arrearage amount and, (2) the City's intent to terminate sewer services by means of a request to MAWC to discontinue said City sewer customer's water service;

   (C) that the City's sewer customer has been afforded a right to be heard on the correctness of the City's record of arrearage;

D) that all Federal and State Constitutional as well as all Federal and State statutory pre-requisites applicable to the collection of debt have been properly satisfied by the City;

(E) that the City has complied with its own ordinances and procedures.

2. Upon receipt of the termination request as set out in Paragraph 1, the City and MAWC will arrive at a mutually agreeable date where an employee of MAWC, along with an authorized representative of the City, shall go to the premises identified by the City. After the representative of the City advises any responding person present at such premises that water service will be terminated at the request of the City due to non-payment of sewer bills, the employee of MAWC shall terminate the water service to such premises. Provided, however, MAWC shall not be required to terminate such water service in the event its customer at the premises as identified by the City is as a person or entity other than the City's sewer customer.

3. At the requested direction of the City, MAWC shall restore water service to the premises of the City's sewer customers whose water service has been terminated as herein provided. However, notwithstanding anything to the contrary herein stated or implied, MAWC may restore water service to any premises where the water service has been terminated as herein provided upon the bonafide application for water service by any person or entity other than the City's sewer customer whose water service was terminated at such premises.

Water restoration shall be attempted but not guaranteed during normal working hours on Monday through Friday (hereinafter "Standard Restoration"). Unless otherwise specified by the City, restoration will be attempted but not guaranteed on the same day for instructions received from the City prior to 3:00 p.m. Monday through Friday, and on the next day for instructions received after 3:00 p.m. Requests for restoration outside of normal working hours (or after 3:00 p.m. on Friday) may be accepted at the discretion of MAWC. If MAWC agrees to restore service outside of normal working hours, an extra charge shall apply (hereinafter "After Hours Restoration").

4. If new City sewer customers which are also MAWC customers do not pay the City a required sewer service deposit within 60 days of receiving sewer service, MAWC shall terminate water service to that premise following the same required notifications as that for non-payment of sewer service.

5. Inapplicable PSC Notice Requirements. All notice and complaint procedures specified in 4 CSR 240, and Chapter's 386 and 393 R.S.Mo., which apply to customer rights to utility service from a regulated utility, SHALL NOT APPLY to termination instructions issued by the City pursuant to this Agreement. All notice, complaint procedures and administrative consumer remedies, to the extent that they may exist or be alleged to exist, shall be the responsibility of the City.

6. The City and MAWC shall establish a mutually beneficial schedule and procedure pertaining to the filing and processing of the City's requests for termination of water service as herein provided so as to not unduly restrict, interfere with or impede MAWC from performing its duties and responsibilities in providing water service to its customers. Notwithstanding anything to the contrary herein stated, MAWC reserves the exclusive right at its sole discretion to process the City's requests for termination of water service on such schedules and at such times as are convenient to MAWC consistent with MAWC's normal business practice and procedure.

7. The City shall pay MAWC to cover MAWC's cost of terminating or restoring the water supply for each premises identified by the City and each visit to such premises. The termination fees, Standard Restoration fees and After Hours Restoration fees are set forth in the fee schedule, attached as Exhibit A. MAWC will bill the City periodically for these fees, and the City shall pay each such bill within thirty (30) days after the date of the bill. Such amount shall not be subject to refund for any reason. In the event that more than one hour is required for either the termination or restoration of water service to any such premises, the City shall pay the actual cost thereof to MAWC based on time, material, transportation and other fixed charges. Bills for actual costs are payable within thirty (30) days after the date of the bill. Costs for terminating or restoring the water supply for premises identified by the City shall be adjusted annually beginning January 1, 2025, by a percentage amount equal to the change in the **Consumer Price Index for All Urban Customers (CPI-U) U.S. City average,** for "Water and sewer and trash collection services", as reported by the U.S. Bureau of Labor Statistics for the previous 12-month period.

If MAWC makes a reasonable attempt to terminate or restore water service and is unsuccessful because of address inadequacies, inoperable or damaged facilities, danger to any employee or any other reason beyond MAWC's reasonable control, the fees identified in Exhibit A will be charged for the attempt. Thereafter, the parties will attempt to determine an alternative course of action acceptable to both parties, which shall be reduced to a written instruction from the City to MAWC and, until that time, MAWC shall be absolved from its time requirements for action.

8. In addition to the fees set out in Paragraph 7, at the option of MAWC, MAWC can require the City to pay for the estimated loss of water revenues resulting from each such termination made hereunder. Such estimated loss of water revenues shall be based upon the actual period of time during which the supply of water is discontinued in each instance and the average water revenue received by MAWC for a like period of time during the year prior to such termination from the class of customer involved in each instance, as determined from the books and records of MAWC. The estimated loss of revenue shall be billed by MAWC to the City periodically at the same times as MAWC would have billed the customer if the water service had not been terminated, and the City shall pay each such bill within thirty (30) days of receipt thereof. Notwithstanding anything to the contrary herein stated, the City's obligation to pay to MAWC the estimated loss of water revenues resulting from each termination made hereunder, shall not exceed the average water revenue received by MAWC during one billing period for each such termination.

9. MAWC shall not be liable for any loss, damage or other claim asserted by the City's sewer customers, the owner and/or tenant of the premises, the water customer, the City or any other person, corporation, or entity based upon or arising from the termination of water service at the request of the City. Moreover, the City will be responsible for any damages to MAWC's property arising from the parties' actions fulfilling their obligations under this Agreement. To the extent permitted by law, the City agrees to indemnify, defend and hold MAWC harmless from and against any and all claims, complaints or causes of action arising out of actions taken by MAWC, other than those resulting from MAWC's negligence, pursuant to any of the City's "Instruction to Terminate Service." Because MAWC is providing a service to the City at cost and has no incentive whatsoever to take the risk of claims, complaints or causes of action arising out of actions taken pursuant to this Agreement, if the City at any time asserts that it is not permitted by law to indemnify MAWC under the provisions of this Paragraph, or is limited in the extent of its indemnification, or for any other reasons takes the position that MAWC must defend itself or be responsible for some or all costs arising from such claims, all MAWC obligations under this Agreement shall terminate as of that date.

10. The City shall handle all customer communications regarding service terminations implemented pursuant to this Agreement, including any face-to-face communications at the premises at the time MAWC is terminating or restoring water service. Communications from customers to MAWC shall be referred to and directed to the City.

11. MAWC's actions required under this Agreement shall be excused if due to matters beyond its control, including but not limited to: employee work stoppages, strikes, inclement weather, emergencies, or where MAWC's utilization of work force or resources are required elsewhere. Termination will not be completed if a local board of health, municipality, fire district, court of competent jurisdiction or other governmental entity having jurisdiction issues an instruction to MAWC so stating. At such time, MAWC will relay such conflicting instructions to the City, and MAWC will not knowingly take further actions toward termination until City notifies MAWC in writing that it has resolved the conflicting instructions. Thereafter, the City shall indemnify, defend and hold MAWC harmless, to the extent permitted by law, for actions taken by MAWC based on the City's notification.

In no event shall MAWC be required to disconnect a fire line service without authorization from the governmental City responsible for fire protection to the affected property, even in cases of combined fire and domestic service lines.

12. To the extent that this Agreement becomes the subject of any regulatory proceeding before the Commission and the Commission produces a determination that alters the terms or fees set forth in this Agreement, either party may terminate the Agreement with notice to the other party, or the parties may agree to amend the Agreement consistent with any Commission directive or order.

13. This agreement shall be for a term of one (1) year commencing January 1, 2024, until December 31, 2024. Thereafter, it will continue from year to year unless terminated by either of the parties giving thirty (30) days written notice to the other party at its principal place of business.

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

THIS SPACE LEFT INTENTIONALLY BLANK

CITY OF PARKVILLE, MISSOURI

By: ______________________________

Title: ______________________________

Printed Name: ______________________

ATTEST:

____

MISSOURI -AMERICAN WATER COMPANY

By: ______________________________
Jeff Kaiser - Vice President of Operations

ATTEST:

____

EXHIBIT A

FEE SCHEDULE*

Standard Termination or Restoration per metered connection, including unsuccessful attempts for the period **March 1, 2024 through December 31, 2024.** Beginning January 1, 2025 the cost shall be adjusted annually by a percentage amount equal to the change in the **Consumer Price Index for All Urban Customers (CPI-U) U.S. City average**, for "Water and sewer and trash collection services", as reported by the U.S. Bureau of Labor Statistics for the previous 12-month period.	$94.00
After Hours Restoration per metered connection, including unsuccessful attempts	$188.00

*Any terminations or restorations requiring more than one hour for the services will be billed actual costs per the Agreement.

TERMINATION OF WATER SERVICE AGREEMENT

Made as of the 26th day of August, 2013, between the **CITY OF PARKVILLE, MISSOURI**, (the "City"), and **MISSOURI-AMERICAN WATER COMPANY**, a Missouri corporation, (the "Water Company").

WHEREAS, the City is engaged in supplying sewer service to the citizens and residents of the City and the adjacent area; and

WHEREAS, the City charges a fee for such sewer services and bills such fee on a periodic basis to its citizens and residents so served; and

WHEREAS, the City is obligated to collect delinquent sewer bills from its citizens and residents so served; and

WHEREAS, the Water Company is the owner and operator of a water distribution system serving customers in the City, subject to the laws of the State of Missouri and the Jurisdiction, Rules and Regulations of the Missouri Public Service Commission ("Commission"); and

WHEREAS, the Water Company is authorized, at the request and direction of the City pursuant to the provision of Section 393.015 of the Revised Statutes of the State of Missouri, to terminate water service and discontinue the supply of water from its system to any premises, at which the sewer bills for sewer service supplied by the City are unpaid;

NOW THEREFORE, in consideration of the sum of ONE DOLLAR ($1.00) and other good and valuable consideration, and the covenants hereinafter expressed, the parties hereto do mutually agree as follows:

1. When in the course of its business, the City determines, pursuant to state statute, that City sewer charges remain unpaid and are in arrears for more than thirty (30) days after rendition of a written notice of such charges to its sewer customer, the City shall submit a written request to the Water Company to terminate water service to the City's sewer customer until such time as the sewer charges and all related costs are paid, and with such request, the City shall by written certification signed by its City Administrator or designee, certify to the Water Company:

(A) the name of the City's sewer customer that is in arrears on payment of sewer charges;

(B) the address, including street, city and unit number, if appropriate, of the premises where such customer received sewer service;

(C) the name and address of the property owner of such premises provided the name of the owner is different from the name of the City's sewer customer;

(D) the amount of said arrearages;

(E) that said sewer customer's sewer charges are in arrears for more than thirty (30) days after sending written notice;

(F) that said sewer customer has been afforded written notice of: (1) the arrearage amount and, (2) the City's intent to terminate sewer services by means of a written request to the Water Company to discontinue said City sewer customer's water service;

(G) that the City's sewer customer has been afforded a right to be heard on the correctness of the City's record of arrearage;

(H) that all Federal and State Constitutional as well as all Federal and State statutory pre-requisites applicable to the collection of debt have been properly satisfied by the City;

(I) that the City has complied with its own ordinances and procedures.

Such request and certification by the City shall be in the form of Exhibit A, which is attached hereto and incorporated by reference.

2. Upon receipt of the written request and certification as set out in Paragraph 1, within 30 days, an employee of the Water Company, along with an authorized representative of the City, shall go to the premises identified by the City. After the representative of the City advises any responding person present at such premises that water service will be terminated at the request of the City due to non-payment of sewer bills, the employee of the Water Company shall terminate the water service to such premises.

Provided however, the Water Company shall not be required to terminate such water service in the event its customer at the premises is different than the City's sewer customer. The determination of a difference in customers on shall not be based upon a minor clerical discrepancy.

3. At the written direction of the City, the Water Company shall restore water service to the premises of the City's sewer customers whose water service has been terminated as herein provided. However, notwithstanding anything to the contrary herein stated or implied, the Water Company may restore water service to any premises where the water service has been terminated as herein provided upon the *bona fide* application for water service by any person or entity other than the City's sewer customers whose water service was terminated at such premises.

Water restoration shall be attempted but not guaranteed during normal working hours on Monday through Friday (hereinafter "Standard Restoration"). Unless otherwise specified by the City, restoration will be attempted but not guaranteed on the same day for instructions received from the City prior to 3:00 p.m. Monday through Friday, and on the next day for instructions received later in the day. Requests for restoration outside of normal working hours (or after 3:00 on Friday) may be accepted at the discretion of the Water Company. If the Water Company agrees to restore service outside of normal working hours, an extra charge shall apply (hereinafter "After Hours Restoration").

4. Inapplicable PSC Notice Requirements. All notice and complaint procedures specified in 4 CSR 240, and Chapter's 386 and 393 R.S.Mo., which apply to customer rights to utility service from a regulated utility, SHALL NOT APPLY to termination instructions issued by the City pursuant to this Agreement. All notice, complaint procedures and administrative consumer remedies, to the extent that they may exist or be alleged to exist, shall be the responsibility of the City.

5. The City and the Water Company shall establish a mutually beneficial schedule and procedure pertaining to the filing and processing of the City's requests for termination of water service as herein provided so as to not unduly restrict, interfere with or impede the Water Company from performing

its duties and responsibilities in providing water service to its customers. Notwithstanding anything to the contrary herein stated, the Water Company reserves the exclusive right at its sole discretion to process the City's requests for termination of water service on such schedules and at such times as are convenient to the Water Company consistent with the Water Company's normal business practice and procedure.

6. The City shall pay the Water Company to cover the Water Company's cost of terminating or restoring the water supply for each premises identified by the City and each visit to such premises. The termination fees, Standard Restoration fees and After Hours Restoration fees are set forth in the fee schedule, attached as Exhibit B. The Water Company will bill the City periodically for these fees, and the City shall pay each such bill within thirty (30) days after the date of the bill. Such amount shall not be subject to refund for any reason. In the event that more than one hour is required for either the termination or restoration of water service to any such premises, the City shall pay the actual cost thereof to the Water Company based on time, material, transportation and other fixed charges. Bills for actual costs are payable within thirty (30) days after the date of the bill.

If the Water Company makes a reasonable attempt to terminate or restore water service and is unsuccessful because of address inadequacies, inoperable or damaged facilities, danger to any employee or any other reason beyond the Water Company's reasonable control, the fees identified in Exhibit B will be charged for the attempt. Thereafter, the parties will attempt to determine an alternative course of action acceptable to both parties, which shall be reduced to a written instruction from the City to the Water Company and, until that time, the Water Company shall be absolved from its time requirements for action.

7. In addition to the fees set out in Paragraph 6, at the option of the Water Company, the Water Company can require the City to pay for the estimated loss of water revenues resulting from each such termination made hereunder, up to a maximum not to exceed amount of $250, and provided that the customer is not also delinquent in its payments to the Water Company for water service. Such estimated loss of water revenues shall be based upon the actual period of time during which the supply of water is

discontinued in each instance and the average water revenue received by the Water Company for a like period of time during the year prior to such termination from the class of customer involved in each instance, as determined from the books and records of the Water Company. The estimated loss of revenue shall be billed by the Water Company to the City periodically at the same times as the Water Company would have billed the customer if the water service had not been terminated, and the City shall pay each such bill within thirty (30) days of receipt thereof. Notwithstanding anything to the contrary herein stated, the City's obligation to pay to the Water Company the estimated loss of water revenues resulting from each termination made hereunder, shall not exceed the average water revenue received by the Water Company during one billing period for each such termination.

8. The Water Company shall not be liable for any loss, damage or other claim asserted by the City's sewer customers, the owner and/or tenant of the premises, the water customer, the City or any other person, corporation, or entity based upon or arising from the termination of water service at the request of the City. Moreover, the City will be responsible for any damages to the Water Company's property arising from the parties' actions fulfilling their obligations under this Agreement. To the extent permitted by law, the City agrees to indemnify, defend and hold the Water Company harmless from and against any and all claims, complaints or causes of action arising out of actions taken by the Water Company, other than those resulting from the Water Company's negligence, pursuant to any of the City's "Instruction to Terminate Service." Because the Water Company is providing a service to the City at cost and has no incentive whatsoever to take the risk of claims, complaints or causes of action arising out of actions taken pursuant to this Agreement, if the City at any time asserts that it is not permitted by law to indemnify the Water Company under the provisions of this Paragraph, or is limited in the extent of its indemnification, or for any other reasons takes the position that the Water Company must defend itself or be responsible for some or all costs arising from such claims, all of the obligations under this the Agreement shall terminate as of that date except City's responsibility to pay for any fees incurred prior to such termination.

9. The City shall handle all customer communications regarding service terminations implemented pursuant to this Agreement, including any face-to-face communications at the premises at the time the Water Company is terminating or restoring water service. Communications from customers to the Water Company shall be referred and directed to the City.

10. The Water Company's actions required under this Agreement shall be excused if due to matters beyond its control, including but not limited to: employee work stoppages, strikes, inclement weather, emergencies, or where the Water Company's utilization of manpower or resources are required elsewhere. Termination will not be completed if a local board of health, municipality, fire district, court of competent jurisdiction or other governmental entity having jurisdiction issues an instruction to the Water Company so stating. At such time, the Water Company will relay such conflicting instructions to the City, and the Water Company will not knowingly take further actions toward termination until City notifies the Water Company in writing that it has resolved the conflicting instructions. Thereafter, the City shall indemnify defend and hold the Water Company harmless, to the extent permitted by law, for actions taken by the Water Company based on the City's notification.

In no event shall the Water Company be required to disconnect a fire line service without authorization from the governmental authority responsible for fire protection to the affected property, even in cases of combined fire and domestic service lines.

11. To the extent that this Agreement becomes the subject of any regulatory proceeding before the Commission and the Commission produces a determination that alters the terms or fees set forth in this Agreement, either party may terminate the Agreement with notice to the other party, or the parties may agree to amend the Agreement consistent with any Commission directive or order.

12. This Agreement may be terminated by either of the parties hereto by thirty (30) days written notice given to the other party at its principal place of business.

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: ______________________
James Brooks, Mayor

ATTEST:

Melissa McChesney
Melissa McChesney, City Clerk

SEAL OF THE CITY OF PARKVILLE
PLATTE
COUNTY
MISSOURI

MISSOURI-AMERICAN WATER COMPANY

By: ______________________
Greg Weeks, Vice President of Operations

EXHIBIT A

WATER SERVICE DISCONNECT REQUEST AND CERTIFICATION

The City hereby pursuant to Section 393.015 R.S.Mo. 1986 as amended 1993, submits its request to disconnect the water service of __________________________ (name) and certifies the following:

1. ____________________________ (name) is a sewer customer of the City who is in arrears.

2. ____________________________ (premise number) is the premise number of the City's sewer customer named in Paragraph 1 above.

3. ____________________________ (name) is the owner of the property whose premise number appears in Paragraph 2 above.

4. The contract number (customer number) is ____________________.

5. The sewer customer is in arrears more than thirty (30) days since the sending of written notice.

6. ____________________________ (name) has been afforded written notice mailed more than thirty (30) days ago of:

   (1) The arrearage amount.
   (2) The City's intent to terminate sewer services by means of a written request to the Water Company to discontinue said sewer customer's water service.

7. ____________________________ (name) has been afforded a right to be heard on the correctness of the City's record of arrearage on the ______ day of ___________, 201___.

8. All Federal and State constitutional as well as Federal and State statutory pre- requisites applicable to the collection of debt have been properly satisfied and provided to the customer identified in Paragraph 1 prior to the making of this certification.

9. All City ordinances and procedures have been properly satisfied prior to the making of this certificate.

Certified this ______ day of ___________, 201_.

By: _________________________

EXHIBIT B

FEE SCHEDULE*

Standard Termination or Restoration per metered connection, including unsuccessful attempts	$28.50
After Hours Restoration per metered connection, including unsuccessful attempts	$131.00

*Any terminations or restorations requiring more than one hour for the services will be billed actual costs per the Agreement.

ITEM 4.C.
For 1/30/2024
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 26, 2024

Prepared By:
Alexa Barton, City Administrator

Reviewed By:
Alexa Barton, City Administrator

ISSUE:
Approve Resolution No. 24-003 authorizing the mayor to execute a real estate donation agreement with River North Development LLC for the Parkville Commons 8th Plat (Administration)

BACKGROUND:
River North Development, LLC owns Lot 17, Lot 18, and Tract O of the Parkville Commons 8th Plat Subdivision, which includes the properties located adjacent to and immediately north of City Hall. In exchange for a current donation appraisal, River North Development, LLC wishes to donate the properties to the City.

STRATEGIC GOAL(S):

- Infrastructure and Public Facilities
- Quality Development

BUDGET IMPACT:
There is an estimated cost of $5,000 to appraise the properties.

ALTERNATIVES:

1. Approve Resolution No. 24-003 approving a real estate donation agreement with River North Development.
2. Approve the item, subject to changes.
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 approval of the donation agreement.

POLICY:
Real estate agreements require approval from the Board of Aldermen.

SUGGESTED MOTION:

I move to approve Resolution No. 24-003 accepting Lot 17, Lot 18 and Tract O from the Parkville Commons 8th Plat Subdivision and authorizing the mayor to execute a real estate donation agreement with River North Development, LLC.

<u>ATTACHMENTS</u>:

1. Resolution No. 24-003

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

CITY OF PARKVILLE, MO.
RESOLUTION No. 24-003

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE DONATION AGREEMENT BY AND BETWEEN THE CITY OF PARKVILLE AND RIVER NORTH DEVELOPMENT, LLC

WHEREAS, the City of Parkville City Hall is located on property located within the Parkville Commons 8th Plat Subdivision; and

WHEREAS, River North Development, LLC owns Lot 17, Lot 18 and Tract O of the Parkville Commons 8th Plat Subdivision (the "Properties"), and the Properties are located adjacent to and immediately north of City Hall; and

WHEREAS, River North Development, LLC wishes to donate the Properties to the City, and the City wishes to accept the donation of the Properties subject to the terms and conditions set forth the attached Real Estate Donation Agreement between the City and River North Development, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, the Mayor is hereby authorized to execute on behalf of the City the Real Estate Donation Agreement between the City of Parkville and River North Development, LLC as attached to this Resolution.

IN TESTIMONY WHEREOF, I have hereunto set my hand, in the City of Parkville this 30th day of January 2024.

____
Mayor Dean Katerndahl

ATTEST:

____
City Clerk Melissa McChesney

ITEM 4.D.
For 1/30/2024
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 19, 2024

Prepared By:	Reviewed By:
Stephen Lachky, Community Development Director	Bryan Kidney, Deputy City Administrator/Finance Director

ISSUE:
Adopt an ordinance to approve the second amendment to the tax increment financing contract with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan (Community Development)

BACKGROUND:
On December 19, 2017, the Board of Aldermen adopted Ordinance No. 2931 approving the first amendment to the Parkville Market Place Tax Increment Financing Redevelopment Plan, and redevelopment area enlarging the redevelopment area to establish Redevelopment Project Area 2 (approximately 6.41 acres of property), making specific findings, and designating CBC Parkville LLC as the developer for Redevelopment Project Area 2. The first amendment proposes the construction of approximately 33,400 square feet of retail, restaurant and/or other commercial facilities and public and private infrastructure improvements associated with the development to be designated as Redevelopment Project 2.

On January 16, 2018, the Board of Aldermen adopted Ordinance No. 2935 approving Redevelopment Project 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan as a redevelopment project and adopting tax increment financing therein. And on January 24, 2018, the Board of Aldermen adopted Ordinance No. 2936 approving a Redevelopment Agreement with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan. The redevelopment agreement ("TIF Contract") serves as a contract between the City and CBC Parkville LLC ("Developer"), and binds the Developer to a number of terms and conditions associated with Redevelopment Project Area 2, including:

- Definitions of Terms and Project Improvements
- Design Standards
- Project Financing Issues
- Conditions Precedent to Duties of Parties
- TIF Revenues and Reimbursement of Project Costs
- Maximum TIF Reimbursement Reduction
- Tenant Approvals and Prohibitions
- Sale of Property and Assignment of Developer's Obligations
- Standard TIF Contract Obligations

On February 2, 2021, the Board of Aldermen adopted Ordinance No. 3061 approving the first amendment to the Redevelopment Agreement with CBC Parkville LLC; the purpose being to modify the redevelopment schedule & to align with private project improvement construction delays related to the coronavirus (COVID-19) global pandemic. As of the beginning of 2024, land acquisition, blight removal, and construction of public improvements have all been completed. In terms of private improvements, Westlake Ace Hardware (Lot 1), Verizon Wireless (Lot 3), Domino's Pizza (Lot 3) and Roosters Men's Grooming Center (Lot 3) have all been completed; and Whataburger (Lot 2) is recently completed and open for business (1/2024).

<u>APEX Plaza Lot 4</u>:
It's been more than five years since the Parkville Market Place TIF Redevelopment Plan was approved and activated, and Lot 4 remains vacant. Because CBC Real Estate has encountered challenges finding tenants/users for their previously-approved retail building on Lot 4, they're considering alternative site plans since time is ticking on their 23-year timeline for the collection of PILOTS, EATS and CID revenues on Lot 4. Over the past few years, City staff has received general inquiries from bank, drive-thru coffee shop, and car wash users.

In staff's opinion, a bank use is the most preferred/ideal and compatible commercial use when abutting a residential neighborhood, as its low-traffic, low-noise use, and hours of operation are generally no greater than 8:00 a.m.-5:00 p.m. with restricted hours on weekends. While a coffee shop could be a suitable restaurant user for Lot 4, it should be noted that throughout the 2017 public hearing process for APEX Plaza's preliminary development plan, there was neighborhood opposition from residents in the adjacent Parkville Heights subdivision for having a restaurant user with drive-thru menu board so close to their homes. As a result, the developer made revisions to their preliminary development plan to address the issue by disallowing a drive-in/drive-thru restaurant user on Lot 4. Additionally, staff does not deem a car wash use to be the, "highest and best use" for Lot 4 compared to other commercial uses.

<u>CHASE BANK PROPOSAL</u>:
On November 2, 2023, staff received an application and letter of request to modify/amend the existing TIF contract with CBC Parkville LLC to allow a non-sales tax generating business on Lot 4 of CBC Real Estate APEX Plaza — specifically for a bank use on the property. JPMorgan Chase Bank (dba Chase Bank) is a national bank headquartered in Manhattan, New York City, NY and has more than 5,100 branches and 16,000 ATMs nationwide. Since 2019, Chase Bank had been exploring opening up 20-25 new branches in the Kansas City metropolitan area, and has interest in locating at the northwest corner of Highway 45 and N. Melody Lane (i.e., Lot 4 of CBC Real Estate APEX Plaza) due to its proximity within the City, traffic and visibility along MO-45 Hwy.

City staff has conveyed to the applicant that one of the reasons the Board of Aldermen approved financial incentives for APEX Plaza in the form of TIF in 2017 was because, in addition to increased property values and property taxes to Platte County's taxing jurisdictions, the City would be receiving sales tax revenues from the retail businesses within APEX Plaza throughout the 23-year TIF timeline and beyond. As a result of Lot 4 being modified to allow a non-sales tax generating business, the City's expectation would be to be made whole for the potential loss of net benefits received over the remaining life of the TIF in the form of EATs. The developer (CBC Parkville 4, LLC) is agreeable to this request should the City move forward with an amendment to the TIF contract via the Second Amendment to the TIF Contract, with coordinating information included in this document, "Budget Impact", below.

<u>STRATEGIC GOAL(S)</u>:
Quality Development

BUDGET IMPACT:
With the exception of application and permit fees collected, there is no immediate budget impact. Long-term impacts would be realized from changes in property taxes and sales taxes collected from the site and proposed development and impacts to the same for area properties and other businesses as detailed in the TIF Contract and the independent Change of Development Use Analysis prepared by Columbia Capital Management, LLC.

The underlying pro forma analysis for the Parkville Market Place TIF, TIF redevelopment agreement, and Community Improvement District (CID) agreements account for taxable sales of $1,500,000 per year (over the 23-year TIF timeline) from Lot 4 beginning in the year 2019. Using a market standard financing rate / present value rate of 3.53% and 2.0% annual growth rate multiplier, Columbia Capital Management, LLC has forecasted a loss of $254,467 economic activity taxes (EATS) and loss of $127,234 in CID sales tax revenue to the City over the remaining life of the TIF should Lot 4 be utilized as a non-retail use. These amounts total $381,701 which is the “buy out amount” recommended for the City.

ALTERNATIVES:

1. Adopt an ordinance approving the second amendment to the redevelopment agreement.
2. Adopt an ordinance approving the second amendment to the redevelopment agreement, subject to other stated conditions.
3. Approve the first reading of the ordinance and postpone the second reading to February 6.
4. Deny the ordinance and second amendment to the redevelopment agreement.
5. 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.

The Board of Aldermen held a work session on January 16, 2024, to receive information pertaining to the existing Parkville Market Place TIF Contract and request to amend the contract to allow for a non-sales tax generating business on Lot 4 of CBC Real Estate APEX Plaza.

STAFF RECOMMENDATION:
Staff recommends approval of the Second Amendment to the Tax Increment Financing Contract with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan.

POLICY:
The Board of Aldermen would have to approve any amendment to the TIF Contract between the City of Parkville, Missouri and CBC Parkville, LLC for Redevelopment Project Area 2 of the Parkville Market Place TIF Redevelopment Plan.

SUGGESTED MOTION:
I move to approve Bill No. 3283, an ordinance approving the second amendment to the tax increment financing contract with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan, on first reading.

I move to approve Bill No. 3283, an ordinance approving the second amendment to the tax increment financing contract with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan, on second reading to become Ordinance No. ____.

ATTACHMENTS:
1. Ordinance
2. Second Amendment
3. Modification Request Letter
4. Application
5. Contract (January 2018)
6. First Amendment (January 2021)
7. Change in Use Analysis

BILL NO. 3283 ORDINANCE NO. ____

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE TAX INCREMENT FINANCING CONTRACT WITH CBC PARKVILLE LLC FOR REDEVELOPMENT PROJECT AREA 2 OF THE PARKVILLE MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

WHEREAS, on December 19, 2017, the Board of Aldermen of the City of Parkville, Missouri (the "City") adopted Ordinance No. 2931 approving the First Amendment to the Parkville Market Place Tax Increment Financing Redevelopment Plan enlarging the Redevelopment Area to include Redevelopment Project Area 2, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo (the "Act"); and

WHEREAS, on January 16, 2018, the Board of Aldermen of the City adopted Ordinance No. 2935 approving Redevelopment Project 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan as a redevelopment project and adopting tax increment financing therein; and

WHEREAS, on January 24, 2018, the Board of Aldermen of the City adopted Ordinance No. 2936 approving a Redevelopment Agreement ("TIF Contract") with CBC Parkville LLC ("Developer") for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan, which serves as a contract between the City and Developer, and binds the Developer to a number of terms and conditions associated with Redevelopment Project Area 2; and

WHEREAS, on February 2, 2021, the Board of Aldermen adopted Ordinance No. 3061 approving the first amendment to the Tax Increment Financing Contract with CBC Parkville LLC for Redevelopment Project Area 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan, in order to modify the redevelopment schedule and private project improvement construction delays related to the coronavirus (COVID-19) global pandemic; and

WHEREAS, Section 24, Subsection A.7 of the TIF Contract states, "The Developer shall not, without City approval, sell or lease for development more than 2,000 square feet of finished first (1st) floor space in the Redevelopment Project Area to non-sales tax generating businesses such as office uses or fitness centers; and

WHEREAS, the Developer has requested a second amendment to the TIF contract to allow a non-sales tax generating business on Lot 4 of CBC Real Estate APEX Plaza, specifically Chase Bank, a 3,333 sq. ft. office / service – general use for a bank.

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

Section 1. That the Second Amendment to the Tax Increment Financing Contract between the City of Parkville, Missouri and CBC Parkville, LLC for Redevelopment Project 2 of the Parkville Market Place Tax Increment Financing Redevelopment Plan, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

Section 2. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor according to law.

Section 3. This ordinance is effective upon its passage and approval.

PASSED and APPROVED this 30th day of January 2024.

____
Mayor Dean Katerndahl

ATTESTED:

____
City Clerk Melissa McChesney

SECOND AMENDMENT TO TAX INCREMENT FINANCING CONTRACT

THIS SECOND AMENDMENT TO TAX INCREMENT FINANCING CONTRACT (the "**Second Amendment**") is made and entered into as of the __ day of ________ 2024, by and between **THE CITY OF PARKVILLE, MISSOURI** ("**City**"), and **CBC PARKVILLE LLC**, a Delaware limited liability corporation ("**Developer**").

Recitals.

A. Pursuant to Ordinance No. 2936 adopted by the Board of Aldermen of the City on January 24, 2018, the City and Developer entered into a Tax Increment Financing Contract dated April 11, 2018 (the "TIF Contract") for the implementation of Redevelopment Project 2 of the Parkville Market Place Tax Increment Financing Plan, as modified by that certain First Amendment to TIF Contract between the City and the Developer dated February 2, 2021 ("First Amendment") (references herein to the "TIF Contact" means the TIF Contract, as amended by the First Amendment); and

B. Section 24.7 of the TIF Contract provides that the Developer may not sell or lease sell for development more than 2,000 square feet of finished first floor space in the Redevelopment Project Area to non-sales tax generating businesses without the City's approval; and

C. Located within the Redevelopment Project Area is certain property legally described as *Lot 4, APEX PLAZA REPLAT, a subdivision in Parkville, Platte County, Missouri* (the "Property") and the Developer wishes to sell the Property for development as a Chase Bank in accordance with City Case No. PZ 2023-36 (the "Application") which concerns a preliminary development plan for the proposed Chase Bank on the Property; and

D. The proposed Chase Bank on the Property is a non-sales tax generating business, and if allowed would result in a loss to the City of approximately $254,467 in economic activity taxes and approximately $127,234 in community improvement district sales tax revenue (for a total of $381,701) over the remaining life of tax increment financing in the Redevelopment Project Area; and

E. The City is willing to allow the development of the Property as a Chase Bank, in the manner described in the Application, provided that the Developer submits payment of $381,701 as reimbursement for the forecasted tax revenues that will be lost as a result of a non-sales tax generating use on the Property.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree to amend the TIF Contract as follows:

1. Incorporation of Recitals; Defined Terms. The foregoing recitals are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning given in the TIF Contract.

2. Approval for Development of the Property as a Chase Bank. Effective upon payment of $381,701 by the Developer to the City, the sale of the Property for development as a Chase Bank as described in the Application is approved by the City pursuant to Section 24.7 of the TIF Contract.

3. Affirmation of TIF Contract. All other terms and provisions of the TIF Contract, as amended, that are not specifically modified by this Amendment shall remain in full force and effect, unmodified by the terms of this Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the day and year first above written.

CITY:

THE CITY OF PARKVILLE, MISSOURI, a municipal corporation

By:______________________________
Dean Katerndahl, Mayor

STATE OF MISSOURI)
)
COUNTY OF PLATTE) ss.

On this ____ day of _________________, 2024, before me personally appeared Dean Katerndahl, to me known, who being by me duly sworn, did say that she is the Mayor of the City of Parkville, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Aldermen, and acknowledged said instrument to be the free act and deed of said corporation.

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

____

Print Name: ____________________________

Notary Public in and for said County and State

My Commission Expires:

____

DEVELOPER:

CBC PARKVILLE LLC, a Delaware limited liability company
By:______________________________
Print Name:_______________________
Title:____________________________

STATE OF ____________________)
)
COUNTY OF __________________) ss.

On this ____ day of _________________, 2024, before me personally appeared ____________________________, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the _______________________ of CBC Parkville LLC, a Delaware limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said company.

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

____

Print Name: ____________________________

Notary Public in and for said County and State

My Commission Expires:

____

November 2, 2023

City of Parkville
Planning Department
8880 Clark Avenue
Parkville, MO 64152
Phone: (816)741-7676

Re: Application for Tax Increment Financing
Proposed Chase Bank, 6408 NW Melody Lane

To Whom It May Concern,

Thank you for your help and time with our proposed project. We would like to request your review and approval of this modification to the existing Tax Increment Financing district of which this property is part. We are requesting that the current provision within the Tax Increment Financing (TIF) agreement for the APEX Plaza shopping center which prohibits non-sales tax generating businesses (Section 24. Tenant Approvals and Prohibitions, Subsection 7. Non-Sales Tax Generating Businesses) be modified, in order; to allow Chase Bank develop on Lot 4 of APEX Plaza. Specifically we feel that it meets the following requirements.

1. Relevant information on the applicant's background and development experience.

JPMorgan Chase (NYSE: JPM) is one of the oldest financial institutions in the United States, with a history dating back over 200 years.

2. Relevant information on the applicant's legal counsel / financial advisory and their related experience.

Based on the nature of the request, this project will not require any additional TIF funding.

3. Describe the amount of TIF assistance sought, scope and phasing of project; and please explain the following:
a. Justification and need for TIF assistance
b. Condition(s) which would quality the proposed district as "blight", "conservation area" or "economic development area" per RSMo
c. Source(s), status of debt financing, and/or equity funding available to complete the project
d. Costs, revenue worksheet, anticipated economic activity generated and proposed payback timeframe.

Based on the nature of the request, this project will not require any additional TIF funding.

4. What economic and quality of life benefits are proposed from the project?

As part of the existing overall development, this project will continue the same development standards. It will included landscaping, etc.

5. Who will own and/or manage the developed property?

JPMorgan Chase will own and operate this facility.

6. Any other information relevant to the application.

We will be happy to provide any additional information as needed.

Thank you again for your help and time. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Carlos Iglesias

Digitally signed by Carlos Iglesias
DN: cn=Carlos Iglesias, o=Cumulus Design, ou, email=carlos@cumulusdesign.net, c=US
Date: 2023.11.02 17:16:22 -05'00'

Carlos Iglesias

Cumulus Design □ P.O. Box 2119 □ Euless, Texas 76039 □ Phone 214-235-0367

Parkville Missouri

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

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

Application for Tax Increment Financing

Pre-application meeting with City staff strongly encouraged prior to preparing this application.

1. Applicant / Contact Information

Applicant(s)

Name: Carlos Iglesias
Company: Cumulus Design
Address 2080 North Highway 360 Suite 240
City, State Grand Prairie, Texas 75050
Phone: (214) 235-0367 Fax: ______
E-mail Carlos@cumulusdesign.net

Owner(s), if different from applicant

Name: Dan Carr
Company: CBC Parkville 4, LLC
Address: 4706 BROADWAY, STE 240
City, State: KANSAS CITY, MO 64112
Phone: (816) 285-9553 Fax: ______
E-mail: ______

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

Name: Jake Young
Company: J & J SURVEY, LLC
Address 8680A N Green Hills Rd
City, State Kansas City, MO 64154
Phone: (816) 741-1017 Fax: ______
E-mail jake@jandjsurvey.com

Contact Person, if different from applicant

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

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

Applicant's Signature (Required) Carlos Iglesias Digitally signed by Carlos Iglesias DN: cn=Carlos Iglesias, o=Cumulus Design, ou, email=carlos@cumulusdesign.net, c=US Date: 2023.11.02 17:59:30 -05'00' Date: 11/02/2023

Property Owner's Signature (Required) ______ Date: ______

2. Property Information *(see also Checklist of required submittals)*

Zoning district: B-4-P" Planned Business District

Comprehensive Plan Land Use designation: ______

Property address and general location: 6408 NW Melody Ln, Parkville, MO 64152

Legal description (may be attached):

Lot 4, APEX PLAZA REPLAT, a subdivision in Parkville, Platte County, Missouri.

Description of proposed use(s):

Convert the site into a 3,333 S.F. one-story Financial Center with one ATM drive-thru lane.

Parcel ID Number(s): 20-6.0-23-400-005-002.000

Present condition/use of the property: Undeveloped with approved Site Plan and underground storm detention.

TIF type: ☐ Blight ☐ Conservation ☐ Economic Development

Is proposal to establish new TIF or amend existing TIF?

☐ New ☑ Amendment to existing

Length of TIF sought: ______

3. Factors affecting the project

Please describe the public improvements required for this project ______________________________

Explain (may be attached):

Attach a narrative addressing:

1. *Relevant information on the applicant's background and development experience.*
2. *Relevant information on the applicant's legal counsel / financial advisory and their related experience.*
3. *Describe the amount of TIF assistance sought, scope and phasing of project; and please explain the following:*
   a. *Justification and need for TIF assistance*
   b. *Condition(s) which would quality the proposed district as "blight", "conservation area" or "economic development area" per RSMo*
   c. *Source(s), status of debt financing, and/or equity funding available to complete the project*
   d. *Costs, revenue worksheet, anticipated economic activity generated and proposed payback timeframe*
4. *What economic and quality of life benefits are proposed from the project?*
5. *Who will own and/or manage the developed property?*
6. *Any other information relevant to the application*

4. Checklist of required submittals

- ☐ Completed application, including all required details and supporting data.
- ☐ Nonrefundable application fee of $500.00. Separately, the applicant will be required to enter into a funding agreement with the City to cover costs for required publication and mailed notices per RSMo and expenses incurred in the review of this application, including, but not limited to, fees of the City's professional, financial and legal consultants.
- ☐ Twelve (12) paper copies and one (1) electronic set (PDF format) of the application and any relevant site plans showing property boundaries, existing and proposed topography, structures or other site features relevant to the proposed TIF for staff and the TIF Commission to review.
- ☐ Authorization signature of the applicant and owner of record of the property.
- ☐ If subject to covenants and/or deed restrictions, signed approval of the association/entityenforcing such.

For City Use Only

Application accepted as complete by: ______________________________ ______________

Name/Title Date

Application Fee: $ __________ By: ☐ Check # __________ ☐ MO# ______

Date Paid: ______________ ☐ Credit Card ________ ☐ Cash ______

Payment by: ____________________________ Received by: ______________________________

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

TIF Commission ☐ Approved ☐ Approved with Conditions ☐ Denied Date of Action: ________________

Conditions if any: ____

____

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

Conditions if any: ____

____

TAX INCREMENT FINANCING

CONTRACT

BETWEEN

THE CITY OF PARKVILLE, MISSOURI

and

CBC PARKVILLE LLC

For

REDEVELOPMENT PROJECT 2

of the

PARKVILLE MARKET PLACE

TAX INCREMENT FINANCING REDEVELOPMENT PLAN

61675305.6

Table of Contents

Exhibits

<u>TAX INCREMENT FINANCING CONTRACT</u>

THIS TAX INCREMENT FINANCING CONTRACT (the "**Contract**") is made and entered into as of the ____ day of ______________, 2018 (the "**Effective Date**"), by and between **THE CITY OF PARKVILLE, MISSOURI** ("**City**"), and **CBC PARKVILLE LLC**, a Delaware limited liability corporation, the developer selected by the City ("**Developer**") to implement its plan of redevelopment more fully described herein.

<u>Recitals.</u>

A. The Tax Increment Financing Commission of Parkville, Missouri (the "**Commission**") on November 13, 2017, recommended that the City approve the First Amendment to the Parkville Market Place Tax Increment Financing Plan (the "**Redevelopment Plan**") in an area described in the Redevelopment Plan determined to be a Blighted Area and as set forth in **<u>Exhibit A</u>**, attached hereto and incorporated herein by reference (the "**Redevelopment Area**").

B. The Redevelopment Plan provides for the construction of two (2) redevelopment projects designated as Redevelopment Projects 1 and 2 in Parkville, Missouri which consists of the "**Project Improvements**" described in Section 5 herein.

C. By Ordinance No. 2931, adopted by the Board of Aldermen of City (the "**Board of Aldermen**") on December 19, 2017, City approved the Redevelopment Plan, determined that the Redevelopment Area is a Blighted Area and that it met the other applicable requirements of the Act, and selected Developer to implement Redevelopment Project 2 of the Redevelopment Plan.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, City and Developer agree as follows:

1. <u>Rules of Interpretation</u>. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Contract:

A. The terms defined in this Contract which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **<u>Section 37</u>** of this Contract.

B. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular provision of this Contract. Section, subsection and exhibit references are to this Contract unless otherwise specified. Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

C. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

D. The table of contents, captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

2. Definitions. All capitalized words or terms used in this Contract and defined in the Redevelopment Plan shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto and in addition to words and terms defined elsewhere in this Contract, the following words and terms shall have the meanings ascribed to them in this **Section 2** unless the context in which such words and terms are used clearly requires otherwise.

"Act," the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et seq., RSMo, as amended.

"Affiliate," any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Blighted Area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

"CID," means a community improvement district formed pursuant to the CID Act and in accordance with this Contract, with boundaries that include the boundaries of the Redevelopment Project Area.

"CID Act," the Community Improvement District Act, Sections 67.1401 to 67.1471 RSMo, as amended.

"CID Revenue," all funds derived from CID Sales Tax revenue and any interest earned thereon.

"CID Sales Tax," a one percent (1%) sales tax imposed by a CID on sales within the CID in accordance with the CID Act.

"City," the City of Parkville, Missouri.

"City Capital Cost Payment," an annual payment as provided in the Redevelopment Plan from the Special Allocation Fund to the City for capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan for so long as the County transportation sales tax and distribution formula regarding TIF districts is in effect and applied to the City's distribution of the County transportation sales tax proceeds.

"Board of Aldermen," the governing body of Parkville, Missouri.

"City Engineer," the city engineer of Parkville, Missouri.

"City Administrator," the City Administrator of Parkville, Missouri.

"City Treasurer," the Finance Director of Parkville, Missouri.

"Commission," the Tax Increment Financing Commission of Parkville, Missouri;

"County," Platte County, Missouri.

"County Assessor," the assessor of Platte County, Missouri.

"County Collector," the collector of Platte County, Missouri.

"Developer," CBC Parkville LLC, its successors and assigns, subject, however, to the provisions of **Section 29** hereof.

"Developer Controlled Improvements," the Project Improvements owned or controlled by Developer or its Affiliates and authorized transferees, successors and assigns pursuant to the provisions of **Section 29** hereof.

"Economic Activity Account," the separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited.

"Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes which are imposed by City or other Taxing Districts, which are generated by economic activities within the Redevelopment Project Area, while Tax Increment Financing remains in effect, as provided for in the Act but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, until the designation is terminated pursuant to Subsection 2 of Section 99.850 of the Act.

"Financing Costs," all necessary and incidental expenses related to any loans or other obligations obtained by the Developer for the purpose of funding the Reimbursable Project Costs. In addition to the Reimbursable Project Costs described herein, Developer's actual financing costs, including, *inter alia*, interest incurred on amounts Developer was loaned to pay for any of the Reimbursable Project Costs identified on **Exhibit F**, shall be deemed a Reimbursable Project Cost. Payment of financing costs shall be calculated pursuant to the provisions of **Section 19.C**.

"Land Use Approvals," those approvals required pursuant to City's zoning and subdivision regulations for the construction of the Redevelopment Project.

"Legal Requirements," any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence and specifically including but not limited to all ordinances, rules and regulations of the City of Parkville, Missouri, such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and City's adopted Public Works engineering standards and requirements; provided, however, unless otherwise provided herein Developer shall have the right to contest, in any manner provided by law and at its sole expense, the applicability or validity of any Legal Requirement.

"MHTC," the Missouri Highways and Transportation Commission,

"MoDOT," the Missouri Department of Transportation.

"Ordinance," an ordinance enacted by the Board of Aldermen.

"Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Project Area, which revenues are to be used to pay Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted Tax Increment Financing as provided for in the Act, and which would result from levies made after the time of the adoption of Tax Increment Financing during the time the current equalized value of real property in the Redevelopment Project Area exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than twenty three (23) years after the Redevelopment Project and Redevelopment Project Area is approved by an Ordinance of the Board of Aldermen; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo. Payments in Lieu of Taxes which are due and owing shall constitute a lien against the real estate in the Redevelopment Project Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo.;

"Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

"Private Loans," private loans obtained by the Developer, or its successors, assigns or transferees, from third party private lending institutions to fund Reimbursable Project Costs. Financing Costs, as defined herein, relating to Private Loans, including interest thereon shall be a Reimbursable Project Cost.

"Private Project Improvements," shall have the meaning assigned in **Section 5**.

"Project Improvements," shall mean, collectively, the Private Project Improvements and the Public Project Improvements.

"Public Project Improvements," shall have the meaning assigned in **Section 5**.

"Redevelopment Plan," means the Parkville Market Place Tax Increment Financing Plan approved by the Board of Aldermen by Ordinance No. 2931 on December 19, 2017, and any amendments thereto.

"Redevelopment Project," as referenced in this Contract, means Redevelopment Project 2 of the Redevelopment Plan;

"Redevelopment Project Area," as referenced in this Contract, means Redevelopment Project Area 2 of the Redevelopment Plan;

"Redevelopment Project Cost Budget," the budget setting forth the Redevelopment Project Costs, and identifying those Redevelopment Project Costs to be funded or reimbursed in accordance with this Contract, attached hereto as **Exhibit F** and incorporated herein by reference.

"Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred in connection with the Redevelopment Plan and Redevelopment Project. Such costs generally include the following (with the estimated Redevelopment Project Costs for the Redevelopment Project set forth in **Exhibit F**):

(1) Costs of studies, surveys, plans and specifications;

(2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the City or Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and Redevelopment Project;

(3) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(4) Costs of construction, rehabilitation and/or repair or remodeling of existing buildings and fixtures or any other public or private improvements;

(5) Cost of construction of public works or improvements;

(6) Financing Costs;

(7) All or a portion of a taxing district's capital cost resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, to the extent the City, by written agreement, accepts and approves such costs;

(8) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(9) Payments in Lieu of Taxes.

"Reimbursable Project Costs," the portion of Redevelopment Project Costs, which pursuant to the Redevelopment Plan and this Contract are to be funded or reimbursed with Payments in Lieu of Taxes, Economic Activity Taxes, or CID Sales Tax revenue as are set forth in the Redevelopment Project Cost Budget and elsewhere in this Contract. Reimbursable Project Costs include the portion of Redevelopment Project Costs incurred by City and, to the extent included in the Redevelopment Project Cost Budget as being funded or reimbursed with Payments in Lieu of Taxes or Economic Activity Taxes, Developer as a result of: preparing, reviewing and adopting the Redevelopment Plan or Redevelopment Project; designation of the Redevelopment Project Area; planning, financing, acquiring and constructing the Redevelopment Project; and any other work authorized by the Redevelopment Plan; the oversight of the construction of the Redevelopment Project, the implementation of the Redevelopment Plan, and the management of the Special Allocation Fund.

"Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes from Redevelopment Project is deposited for the purpose of paying Reimbursable Project Costs.

"Tax Increment Financing," tax increment allocation financing as provided pursuant to the Act.

"Taxing Districts," any political subdivision of this state having the power to levy taxes on sales or property in the Redevelopment Area.

"TIF Revenue," Payments in Lieu of Taxes and Economic Activity Taxes and all interest earned on funds deposited in the Special Allocation Fund.

"Total Initial Equalized Assessed Value," that amount certified by the County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel or real property within the Redevelopment Project Area immediately after the Ordinance approving such Redevelopment Project has been approved by the Board of Aldermen.

3. Redevelopment Area. The Redevelopment Area consists of the area legally described on **Exhibit A** attached hereto.

4. Redevelopment Project Area.

A. The Redevelopment Area consists of two (2) Redevelopment Project Areas designated as Redevelopment Projects 1 and 2, in accordance with the provisions of the Redevelopment Plan. The Redevelopment Project Area 2 is legally described in **Exhibit B**. The Redevelopment Project Area may only be changed, modified or amended in accordance with the Act.

B. Designation of Redevelopment Project Area. Tax Increment Financing with respect to the Redevelopment Project shall become effective only upon the approval thereof by an Ordinance of the Council (the "**Redevelopment Project Ordinance**") for the Redevelopment Project Area.

5. Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Contract, to ameliorate or satisfy those conditions which are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area and otherwise eligible as a redevelopment area under the Act, Developer shall cause the Redevelopment Project Area to be redeveloped through the construction of the Project Improvements. The Project Improvements consist of: (A) the Private Project Improvements described in **Exhibit C** attached hereto and incorporated herein by reference, (the "**Private Project Improvements**"); and (B) the Public Project Improvements described in **Exhibit D** attached hereto and incorporated herein by reference (the "**Public Project Improvements**").

6. Redevelopment Schedule.

A. It is the intention of the parties that development activities for the Redevelopment Project be substantially commenced and completed on or before the estimated dates set forth on **Exhibit E**, as may be reasonably amended from time to time, attached hereto and incorporated herein by reference (the "**Redevelopment Schedule**"). Developer shall construct all Private Project Improvements and all Public Project Improvements, and shall complete all other development-related activities including, but not necessarily limited to land acquisition, design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Redevelopment Schedule. Changes in the development program contemplated by the Redevelopment Plan that require a Redevelopment Plan amendment under the Act (as determined by City) shall be processed in accordance with the Act, and changes in the development program contemplated by the Redevelopment Plan that do not require a statutorily mandated Redevelopment Plan amendment shall be made by agreement of the parties hereto. The parties hereto recognize and agree that market, including tenant/user demand, and other conditions may affect the Redevelopment Schedule. Therefore, the Redevelopment Schedule is subject to change and/or modification, with the written approval of City, which shall not be unreasonably conditioned, delayed, or withheld.

B. Any amendment to the Redevelopment Plan that is approved by City as provided herein shall immediately operate and be deemed to be an amendment to the approved Redevelopment Schedule and the provisions of this Contract. In order to implement the Redevelopment Schedule, City will endeavor to facilitate the timely passage of the Redevelopment Project Ordinance referred to in **Section 4.B.** hereof. Developer shall render such reasonable aid and assistance as requested by City to insure favorable consideration of the Redevelopment Project Ordinance by the Board of Aldermen. City shall endeavor to expedite the approval of the Redevelopment Plan and the Land Use Approvals; provided, however, that nothing herein shall constitute or be deemed to be a waiver by City or the Board of Aldermen of its legislative authority. If as a result of solely the Developer's failure to timely complete its obligations under this Contract and provided that the City has fulfilled all of the terms of this Contract and provided that the delay has not been caused by an event not otherwise in control of the Developer, City may require Developer to appear before the Board of Aldermen to show cause why this Contract and the Redevelopment Plan or Redevelopment Project shall not be terminated in accordance with **Section 34** hereof.

7. Design and Construction of Public Project Improvements.

A. Developer's Duties. Developer shall cause all of the Public Project Improvements to be designed and constructed as follows:

(1) The Public Project Improvements shall be constructed in accordance with all Legal Requirements and such Developer Public Project Plans (as defined in **Section 7.A.(4)** below) as are approved by City in writing. Developer, with the assistance of City as requested, shall obtain all approvals and permits required by MoDOT, and any other entities or governmental departments specified by MoDOT, for the Public Project Improvements prior to the commencement of any construction for any Public Project Improvements requiring MoDOT approval. City agrees to cooperate in good faith to facilitate approval of the design, engineering and construction of the Public Project Improvements requiring approval by MoDOT, if any and by any other governmental entities or governmental departments.

(2) Reserved

(3) Timing of Public Project Improvements. Prior to the design, engineering, and construction of the Public Project Improvements, Developer shall submit to the City a proposed schedule for the Public Project Improvements. The City Engineer shall approve the schedule as presented or return the schedule with comments, to be resubmitted by Developer until approved by the City Engineer, and such approval shall not be unreasonably withheld. Once the schedule is approved by the City Engineer, City and Developer shall mutually approve and adopt such changes to the

Redevelopment Schedule as required to take into account the schedule for the Public Project Improvements approved by the City Engineer. Such changes to the Redevelopment Schedule shall be approved administratively, unless a statutorily mandated Redevelopment Plan amendment is required. The provisions of this **Section 7.A.(3)** and the schedule for the Public Project Improvements are subject to the provisions of **Section 9.C.** hereof.

(4) Design Phase. Developer shall meet with City staff regarding preliminary design of the Public Project Improvements to be constructed by Developer pursuant to this Contract and shall submit all preliminary design documents to City for approval before proceeding with the construction of the Public Project Improvements. On the basis of such approved preliminary design documents, Developer shall:

(a) Prepare detailed drawings, plans, design data, estimates, and technical specifications to show the character and scope of the work to be performed by contractors for all Public Project Improvements ("**Developer Public Project Plans**").

(b) Furnish to City for its review and approval copies of such Developer Public Project Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Public Project Improvements.

(c) Following review and approval of the Developer Public Project Plans, furnish the number of approval copies of the final Developer Public Project Plans for the Public Project Improvements as City may reasonably require.

(5) Utility Relocation. The parties agree that if costs are incurred associated with relocating the existing utilities, if any, from any existing public or private easement or from any existing right-of-way, as a result of construction of the Public Project Improvements, and such costs are not paid by a utility company, such costs shall be paid by Developer and are not the responsibility of City; regardless of whether such costs are included on **Exhibit F** attached hereto, such costs shall be a Reimbursable Project Cost.

(6) Inspections and Change Orders. City, or its designees, shall have the right to inspect, observe, and oversee the construction of all Public Project Improvements in order to ascertain and determine that the standards of City have been met.

(7) Dedication. Upon completion, inspection and approval of the Public Project Improvements by City or MoDOT, as applicable, Developer will dedicate the Public Project Improvements to City or MoDOT, as applicable, for its use, operation and maintenance. City shall be under no obligation to accept the

dedication or conveyance of any Public Project Improvement constructed pursuant to this Contract until it has been inspected and approved to the reasonable satisfaction of City. Upon written notice of the inspection and approval of the City's Director of Public Works, Developer agrees to convey all the Public Project Improvements to City or MoDOT, as applicable, free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the reasonable opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

(8) Insurance.

(a) General Provisions. Prior to commencing construction of the Public Project Improvements, and at all times until the Public Project Improvements are accepted by and dedicated to City or conveyed to MoDOT, as applicable, Developer shall obtain and keep in force, or cause the Developer's general contractor to obtain and keep in force, the following insurance and Developer shall file with City a certificate of insurance evidencing such insurance:

(i) Commercial General Liability: Commercial general liability insurance written on an occurrence basis including personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability (with a cross liability clause), and products and completed operations liability, in limits not to exceed $1,000,000 inclusive per occurrence and $1,000,000 annual aggregate.

(ii) Automobile Liability: Minimum $1,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.

(iii) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability $1,000,000 each occurrence.

(iv) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of $5,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

(b) Endorsements. The following endorsements shall attach to the policy:

(i) The policy shall cover personal injury as well as bodily injury.

(ii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

(iii) Broad form property damage liability shall be afforded.

(iv) City shall be listed as an additional insured.

(v) Standard form of cross-liability shall be afforded.

(vi) The policy shall not be canceled or not renewed without thirty (30) days advance written notice (or ten (10) days advance notice if for nonpayment) of such event being given to City.

(c) Use of Contractors and Subcontractors. Developer shall not permit any contractor to commence or continue work until they shall have obtained or caused to be obtained a City business license and all insurance required under this Subsection (or such insurance requirement can be met by the general contractor's insurance policy if the subcontractor is covered by same). Said insurance shall be maintained in full force and effect until the completion of construction of the Public Project Improvements, and acceptance of such Public Project Improvements by City or MoDOT (as used in this Subsection, **"Final Completion"**). Subject to MoDOT requirements, Developer shall send City not less than ten (10) days' advance notice of Final Completion. City shall provide Developer with a detailed written notice of the reasons for objection to the Final Completion of the Public Improvements within such ten (10) day period. In the event no objections are received by Developer, Final Completion shall be deemed to have occurred on the date of Final Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Final Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Final Completion.

(d) Workers' Compensation. Developer shall ensure that all contractors performing work for Developer obtain and maintain Workers' Compensation Insurance for all employees, Developer shall cause all contractors to require subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect City from any and all claims arising out of occurrences during construction of the Public Project Improvements. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor to obtain and maintain such insurance. Developer further waives, and shall cause all contractors performing work for Developer to waive, its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Contract. Developer shall cause all contractors to ensure that all subcontractors performing work for Developer waive, their rights to subrogation with respect to any claim against City for injury arising out of performance under this Contract. Developer shall provide City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Public Project Improvements, and shall cause such insurance to be maintained at all times that any work on the Public Project Improvements is being performed until Final Completion.

(e) Bonds; Assignment of Warranty. Developer shall provide, or cause to be provided, or cause its contractor to provide the following bonds and assignment of warranty for the Public Project Improvements and all other public infrastructure improvements that are constructed by Developer and dedicated to City. Developer shall comply with MoDOT requirements for bonds regarding work performed in MoDOT right of way.

(i) Performance Bond and Payment Bond. Prior to commencement of construction and ending upon the completion of construction of the Public Project Improvements and acceptance of such Public Project Improvements by the City in accordance with adopted City engineering standards and requirements (as used in this Subsection, **"Final Completion"**), Developer shall maintain or cause to be maintained or cause its contractor to maintain a performance and payment bond in a form as approved by the City Engineer, in an amount equal to the cost of the Public Projects Improvements covered by such bond, as reasonably determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name City as obligee and copies of certificates of such bond shall be delivered to City. No other party shall be named as a co-obligee on any of such bonds except with the prior written consent of City.

(ii) Assignment of Contractor's Warranty. Prior to acceptance and dedication of the Public Projects Improvements, Developer shall assign, in a form reasonably approved by the City Attorney, general contractor's warranty for the Public Projects Improvements, which warranty shall be in effect for a term of one (1) year from the date of Final Completion as defined in Subsection (i) above for such Public Projects Improvements.

(iii) Maintenance Bond. Prior to acceptance and dedication of the Public Projects Improvements by the City, Developer shall provide or cause to be provided or cause its contractor to provide a maintenance bond, for a term of two (2) years as required by the City's adopted regulations for public works projects.

(iv) Indemnity for Failure to Provide Bonds. Developer shall indemnify City and its officers and employees for any damage resulting to City, its officers or employees from failure of Developer to provide the bonds set forth in this Section.

(9) City Inspector. City shall cause a qualified and authorized inspector to be present at reasonable times during the construction of the Public Project Improvements to facilitate the resolution of construction decisions arising in the field.

8. Design Criteria and Review Procedures for Private Project Improvements.

A. The construction plans, site plans and building elevations for the Private Project Improvements shall conform to the requirements of the Land Use Approvals for the Redevelopment Project. In order to insure that the Private Project Improvements and their construction will be in accordance with the provisions of this Contract, and in substantial agreement with proposals made by Developer to City, the parties agree as follows:

(1) The Developer shall comply with and/or follow controls and design criteria in the Land Use Approvals relating to exterior improvements that defines and visually represents the exterior finishes and signage allowed for individual tenants, street furniture, lighting and other similar features to be used throughout the development (hereinafter the "**Design Criteria**").

(2) City shall have the absolute right, in its sole judgment and discretion at any time to the extent allowed by State law or the City's ordinances, to approve a variance from conformance to, or a waiver of compliance with, the Land Use Approvals relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the above construction plans or changes thereto, subject to all applicable City ordinance provisions.

(3) Subsequent to commencement of the Private Project Improvements and until said Private Project Improvements have been completed, Developer shall be subject to inspection by representatives of City as described in **Section 9.A.** hereof and as required by Legal Requirements.

(4) Unless otherwise provided by law, neither City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to Developer with respect to construction plans or modifications submitted for approval, nor for any other action in connection with its or their duties hereunder.

9. Control of Project.

A. Construction. Except as otherwise provided in this Contract, Developer shall have complete and exclusive control over construction of the Developer Controlled Improvements, subject, however, to all Legal Requirements. As to all parts of the Redevelopment Project, Developer hereby grants to City, its agents and employees the right to enter following reasonable advance notice at reasonable times for the purpose of inspecting the Redevelopment Project.

B. Dedication of Right of Way. Developer shall dedicate all necessary rights-of-way located within the boundaries of the Redevelopment Project Area to City. Developer shall dedicate the real property necessary for construction of the Public Project Improvements to City at no cost to City. Developer shall convey, at no cost to City, the necessary rights of way located within the boundaries of the Redevelopment Project Area to MoDOT and convey the real property necessary for construction of the Public Project Improvements to MoDOT. To the extent that Developer does not dedicate any portion of the Redevelopment Project Area to MoDOT, Developer agrees that any portion not dedicated to MoDOT shall, at the option of City, be conveyed to City (or such third party as City may approve) by Special Warranty Deed free and clear of all liens and encumbrances.

C. Certificates of Substantial Completion. The City shall issue a certificate of substantial completion at such time that the Public Project Improvements are sufficiently complete in accordance with the applicable construction specifications so that the Public Project Improvements are functional and can be utilized for their intended use (herein **"Substantial Completion"**); provided that, the City has received all required approvals, licenses, and other documents from any other governmental authority having jurisdiction over the Public Project Improvements. Developer shall send City not less than ten (10) days' advance notice of Substantial Completion of the Public Project Improvements. City shall provide Developer with a detailed written notice of the reasons for objection to the Substantial Completion of the Public Project Improvements within such ten (10) day period. In the event no objections are received by Developer, Substantial Completion shall be deemed to have occurred on the date of Substantial Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Substantial Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Substantial Completion.

D. Maintenance and Repair. Developer, at its sole cost and expense, at all times shall (1) maintain and operate Developer Controlled Improvements, but not City or State owned Public Project Improvements, like other similarly situated commercial developments, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Developer Controlled Improvements, (3) keep the Developer Controlled Improvements in good condition, repair and appearance, and (4) maintain casualty insurance on the Developer Controlled Improvements in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand.

Unless Developer has agreed to fulfill such obligations, Developer shall use its best efforts to contractually obligate any tenant, purchaser, transferee, developer, manager, contractor or subcontractor ("**User**") to comply with the provisions of this **Section 9.D.** for its respective portion of the Private Improvements. Developer shall enforce the provisions of this **Section 9.D.** in a commercially reasonable manner (which shall not require Developer to litigate). Developer hereby agrees that every lease, sales contract or other contract regarding the Redevelopment Project Area entered into following the effective date of this Contract shall indicate the responsibility of the Developer or User to fulfill **Section 9.D**. Developer shall use commercially reasonable efforts to enforce such contract rights (which shall not require Developer to litigate).

10. Certificate of Completion and Compliance.

A. Upon the completion of construction of the Redevelopment Project, Developer shall submit a report certifying that the Project Improvements contained therein have been completed in accordance with the Redevelopment Plan and that it is in material compliance with all other provisions of this Contract. Developer shall, as part of its report, submit its certificate setting forth on an aggregate basis and to Developer's knowledge, a reasonable estimate of (1) the total cost of completing the Project Improvements; (2) Redevelopment Project Costs incurred which are eligible for reimbursement pursuant to the Redevelopment Plan; and (3) the actual private equity and debt used to complete the Project Improvements.

B. Upon Developer's request, City will conduct an investigation, and if City determines that the Redevelopment Project or any portion thereof has been completed in material accordance with the Redevelopment Plan, as evidenced by a Certificate of Substantial Completion where appropriate and other applicable Legal Requirements, and that as of the date of the request, all of Developer's duties pursuant to this Contract have been performed, then it shall issue a Certificate of Completion and Compliance. If City determines that the Redevelopment Project or any portion thereof which is the subject of an investigation or review under this **Section 10.B.** has not been completed in material accordance with the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that Developer is not in material compliance with the terms of this Contract, then it shall not issue a Certificate of Completion and Compliance and shall specify in writing the reason or reasons for withholding its certification. Upon request of Developer, City shall hold a hearing at which Developer may present new and/or additional evidence.

(1) The issuance of a Certificate of Completion and Compliance by City shall be a conclusive determination of the satisfaction of the covenants in this Contract with respect to the obligations of Developer to complete the Project Improvements within the dates for the beginning and completion thereof, but shall not prevent City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Contract.

(2) Each such certificate issued by City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Platte County, Missouri.

The City shall respond within fifteen (15) days to all requests by Developer for the issuance of a certificate or hearing under this Section.

11. Financing Plan.

A. Within ninety (90) days after the Effective Date, Developer shall submit to City a financing plan for the financing of the Redevelopment Project setting forth (1) the anticipated sources of funds to pay Redevelopment Project Costs, and (2) the anticipated type and term of the sources of funds to pay said Redevelopment Project Costs (the "**Financing Plan**") for City's review and approval, which approval will not be unreasonably withheld. Before or after City approval, Developer shall immediately notify City of any material changes in the information affecting the Financing Plan for City's review and approval, which approval will not be unreasonably withheld.

B. Concurrently with delivery of the items described in **Section 11.A.** above, Developer will deliver to City its certificate stating that to the best of its knowledge and belief; (1) such sources of funds and financing commitments will enable Developer to timely implement the Redevelopment Project by constructing the Project Improvements contained therein; (2) the information and statements contained therein, taken as a whole, are accurate in all material respects and complete for the purposes for which used and made; (3) the information and statements contained therein do not fail to state any material facts necessary in order to make the statements or representations made therein, in light of the circumstances under which they were made, not misleading. Developer's warranties and representations as set forth herein shall be deemed to be ongoing until termination or expiration of this Contract.

12. Funding Sources and Uses of Funds.

A. Private Funds. Developer shall construct the Private Project Improvements and the Public Project Improvements with private funds. Developer shall advance all Private Funds necessary to construct the Private Project Improvements and the Public Project Improvements. The private funds will be derived from a combination of Developer's equity or equity investment provided by third parties, and debt incurred by Developer or third parties (hereinafter the "**Private Funds**").

B. Community Improvement District. Developer shall cause valid petitions for the formation of two Community Improvement Districts ("**CIDs**") with boundaries that include the Redevelopment Project Area to be filed with the Board of Aldermen, along with all evidence, drawings, affidavits and any other supporting documentation required by the CID Act.

(1) CID Sales Tax. In accordance with the CID Act, each CID will take all steps necessary, and as expeditiously as possible, to impose the CID Sales Tax on all retail sales in the CID area.

(2) Capture of CID Sales Tax Revenue as EATs. Following the activation by Ordinance of the Redevelopment Project and Redevelopment

Project Area, the CID Sales Tax will be an Economic Activity Tax. As such, subject to the calculation of Economic Activity Taxes as defined in the Act, approximately fifty percent (50%) of the revenues generated by the CID Sales Tax occurring within the Redevelopment Project Area will be directed to the Special Allocation Fund. All Redevelopment Project Costs which are included within the definition of "projects" in the CID Act will also be declared as Reimbursable Project Costs.

(3) CID Cooperative Agreements. The parties will enter into a contract (the "**CID Cooperative Agreement**") with each CID that shall specify the rights, duties and obligations of the City, Developer and CIDs with respect to the operation and management of the CIDs and the use of the CID Sales Tax revenues. The CID Cooperative Agreements shall include, without limitation, provisions granting City (1) the right to review and reasonably approve all budgets (capital or operating) of the CIDs prior to adoption thereof by the CIDs, (2) the right to appoint a majority of the members of the CID Board of Directors for one of the CIDs, and (3) such other provisions as City shall reasonably determine to be necessary for the CIDs' role in the implementation and funding of the Redevelopment Project. The contracts shall further provide that at least one of the CIDs shall pledge that portion of the CID Sales Tax revenue not captured as EATs to the payment of Reimbursable Project Costs, subject to the limitations of the CID Act.

13. Conditions Precedent to Developer's Duties. Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

A. City approval of the Financing Plan pursuant to **Section 11** hereof.

B. The establishment of the CIDs, approval and execution of the CID Cooperative Agreements, and the imposition of the CID Sales Tax by each CID.

C. City approval of all Land Use Approvals applications, provided such approvals are in such form as are satisfactory in the sole discretion of Developer, required for implementation of the Redevelopment Project.

D. Developer obtaining the financing substantially in accordance with the terms set forth in the Financing Plan, provided such financing is deemed satisfactory in the sole discretion of Developer to implement the Redevelopment Project.

E. MoDOT approval of construction plans for Public Project Improvements to be owned by MoDOT, including all right-of-way and easement acquisition.

F. MoDOT approval of all construction plans for all improvements within the MoDOT right-of-way.

By commencing construction, which for purposes of this clause means the pouring of footings and foundations, for any of the Private Project Improvements, Developer shall be deemed to have agreed that all of the foregoing conditions precedent in this **Section 13** have been satisfied or, to the extent not so satisfied, Developer shall be deemed to have waived all such conditions precedent. City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent on or before the date set forth above.

14. Conditions Precedent to City's Duties. City's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

A. Developer submitting petitions for establishment of the CIDs, approval and execution of the CID Cooperative Agreements, and the imposition of the CID Sales Tax by each CID.

B. City approval of the Financing Plan pursuant to **Section 11** hereof.

C. Developer obtaining the financing substantially in accordance with the terms set forth in the Financing Plan, provided such financing is deemed satisfactory in the sole discretion of Developer to implement the Redevelopment Project.

D. MoDOT approval of construction plans for Public Project Improvements to be owned by MoDOT, including all right-of-way and easement acquisition.

E. MoDOT approval of all construction plans for improvements within the MoDOT right-of-way.

F. City approval of all Land Use Approvals applications required for implementation of the Redevelopment Project.

G. Developer closing on acquisition of all properties within the Redevelopment Project Area.

City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent.

15. Payments in Lieu of Taxes.

A. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 thereof, when Tax Increment Financing is established by Ordinance for a Redevelopment Project Area, the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year or as otherwise determined by applicable law. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land for the duration of the Redevelopment Plan (and any renewal periods thereof) and shall create a lien in favor of City on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the Redevelopment Project Area.

B. Failure to pay Payments in Lieu of Taxes as to any property in the Redevelopment Project Area shall constitute a default by the owner, assignee, and/or tenant of such property (but not the Developer in the event Developer is not the owner of such property) of the provisions of **Section 34** hereof, and shall entitle City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "**Collection Authority**") to proceed against such property and/or the tenant or the owner thereof (but not Developer in the event Developer is not the owner of such property) as in other delinquent property tax cases or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to ensure the timely payment of all such sums; provided, however, that the failure of any property in the Redevelopment Project Area to yield sufficient payments in lieu of taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not by itself constitute a breach or default. Promptly upon the designation and approval of the Redevelopment Project Ordinance, City shall use all reasonable and diligent efforts to promptly notify the County Assessor, County Collector, the City Treasurer and all other appropriate officials and persons and seek to assess the property within the Redevelopment Project Area as described in the Act and fully collect the Payments in Lieu of Taxes and implement reimbursement of Reimbursable Project Costs as provided in this Contract and in the Redevelopment Plan.

C. Notwithstanding anything to the contrary, herein, the lien on property within a Redevelopment Project Area shall be deemed (1) released as to any public street or other public way included within any plat proposed by Developer, effective upon the passage of an Ordinance by City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat, effective upon the passage of Ordinance by City as aforesaid, and to any easement or like interests granted to City or any public utility for public facilities or utilities or connection(s) thereto.

16. Economic Activity Taxes. In addition to the Payments in Lieu of Taxes described herein, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the collecting officer, who shall be the City, as hereinafter provided, to the City Treasurer or other designated financial officer of City, who shall deposit such funds in the Economic Activity Account within the Special Allocation Fund. Following the approval of the Redevelopment Project, for as long as the Redevelopment Project Area is subject to Tax Increment Financing, Economic Activity Taxes shall be determined in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

A. Documentation of Economic Activity Taxes. So long as Developer owns the subject property within the Redevelopment Project Area, Developer shall use commercially reasonable efforts to include the provisions as specified in **Section 25** hereof in all lease documents with tenants located at such subject property within the Redevelopment Project Area requiring said sales tax information to be provided to City. Developer shall use commercially reasonable efforts to include a similar provision in all sales contracts with purchasers of property located in the Redevelopment Project Area requiring said sales tax information to be provided to City. So long as Developer owns the subject property within the Redevelopment Project Area, Developer shall use commercially reasonable efforts to enforce said provisions with respect to such subject property (which shall not require Developer to litigate), and Developer shall use commercially reasonable efforts to provide that each such lease or sales contract provide that City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual business provided to the City as documentation of Economic Activity Taxes.

B. Certification by City. City, following reasonable research and investigation, using independent consultants, accountants and counsel shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District from which Economic Activity Taxes are due, or as otherwise required by the procedures and requirements of the Taxing District from time to time established. Upon written request from Developer or Taxing District, City shall provide its certification of Economic Activity Taxes due to the governing body of each such Taxing District.

17. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund which shall contain two (2) separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the Payment in Lieu of Taxes Account within the Special Allocation Fund. Economic Activity Taxes, including the EATS portion of the CID Sales Taxes, shall be deposited into the Economic Activity Account within the Special Allocation Fund. Payments in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs and for the distribution to the Taxing Districts, in the manner set forth in the Redevelopment Plan and this Contract.

18. Disbursements from Special Allocation Fund. Disbursements from the Special Allocation Fund will be made in the following manner and order of priority:

A. Payment of fees and expenses incurred by the City in the administration of the Redevelopment Plan, the Redevelopment Project, and this Contract as detailed in **Section 43.A.** hereof, to the extent not reimbursed pursuant to the Funding Agreement referenced in **Section 43** hereof;

B. Reimbursement to the Southern Platte Fire Protection District and the Southern Platte County Ambulance District (of one-half of the Payment in Lieu of

Taxes associated with those particular Taxing Districts) pursuant to Section 99.848 of the Act.

C. Payment of the City Capital Cost Payment.

D. Reimbursement of Reimbursable Project Costs.

19. Reimbursable Project Cost Certification.

A. Request for Certification. Developer shall have the right to submit requests for certification for the line items and within the budget amounts identified on **Exhibit F** hereof as reimbursable expenses, and including Financing Costs incurred by Developer relating to Private Loans obtained to fund Reimbursable Project Costs. Developer shall submit its request for certification of Reimbursable Project Costs incurred within one hundred twenty (120) days of incurring such costs. For all Reimbursable Project Costs incurred by Developer prior to the execution of this Contract, such Reimbursable Project Costs shall be submitted for certification within one hundred twenty (120) days from the date of execution of this Contract. Upon presentation to City of an application for certification of Reimbursable Project Costs which details Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan, together with such supporting documentation in a format as stipulated by the City (including copies of invoices, canceled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require) as City shall reasonably determine to be necessary (the "**Reimbursement Request**"), City shall review, verify and confirm the information included in the Reimbursement Request. The Reimbursement Request shall (1) identify each item of Reimbursable Project Cost by line item category in the Redevelopment Project Cost Budget for the Redevelopment Project separately, (2) aggregate all costs in the Reimbursement Request by line item category as set forth in the Redevelopment Project Cost Budget for the Redevelopment Project or elsewhere in this Contract, (3) include a report setting forth the total amount, by line item category from the Redevelopment Project Cost Budget for the Redevelopment Project, of all Reimbursable Project Costs set forth in the then-current Reimbursement Request and all prior Reimbursement Requests approved by City or for which approval is pending, and (4) include a report setting forth the percentage of work, by line item category from the Redevelopment Project Cost Budget for the Redevelopment Project, completed as of the date of the current Reimbursement Request. Notwithstanding anything contained herein to the contrary, Developer shall be entitled to transfer amounts among each line item category in **Exhibit F** so long as Developer does not (a) exceed the aggregate of the Total Reimbursable Project Costs, (b) transfer to line items that are not approved for Tax Increment Financing funds, or (c) result in any additional fees or payments directly to Developer. If City determines that: (i) the Reimbursement Request accurately reflects Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan and (ii) the Reimbursable Project Costs for which certification is requested (considered in combination with all prior amounts certified for the same cost category or item, as applicable) are in accordance with the Redevelopment Project Cost Budget for the Redevelopment Project (subject to the foregoing sentence), it shall approve and certify the

Reimbursement Request. If City, pursuant to its review of such Reimbursement Request and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall promptly state the reasons for such disapproval to Developer. Any such disapproval may be appealed by Developer to the Board of Aldermen, which shall upon Developer's request hold a hearing at which Developer may present new and/or additional evidence. No Reimbursement Request will be approved if it causes the total Reimbursable Project Costs to exceed the Redevelopment Project Cost Budget without the formal approval by Board of Aldermen of an amended and restated **Exhibit F** reflecting such an increase. Each Reimbursement Request for Developer Reimbursable Project Costs shall be approved administratively, and no action of the Board of Aldermen shall be required to approve such Reimbursement Request. All Reimbursement Requests and Draw Certificates for City Reimbursable Project Costs may be approved by the City Treasurer and Developer shall not be required to approve or consent to any such Reimbursement Request for City Reimbursable Project Costs prior to the disbursement of funds to City. The City shall respond within a reasonable time period not to exceed thirty (30) days to all requests by Developer for approval under this **Section**.

B. Cost Allocation Across Line Items. Developer shall, in each Reimbursement Request, identify the specific line item within the Redevelopment Project Cost Budget as to which each Reimbursable Project Cost for which certification is requested is assigned. Subject to the provisions in **Section 19.A.** herein, savings in the amount expended with respect to any specific line item in the Redevelopment Project Cost Budget may be used to fund cost overruns in another line item of the Redevelopment Project Cost Budget.

C. Payment of Interest Expenses

(1) Third Party Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from a "non-Affiliate" third party in an arms-length transaction, City shall reimburse Developer as a Reimbursable Project Cost the actual Financing Costs incurred and certified pursuant to **Section 19**. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 19** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

(2) Affiliate Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from an Affiliate of Developer, City shall reimburse Developer as a Reimbursable Project Cost with the actual Financing Costs incurred and certified pursuant to this **Section 19**. Financing Costs under this **Section 19.C.(2)** shall not exceed the lesser of (i) the lowest rate at which any Affiliate of Developer, loans any funds to any other first tier Affiliate of Developer for any purpose, (ii)

the actual lowest cost of funds at which an Affiliate of Developer is able to borrow funds for its corporate purposes from time to time, or (iii) the rate at which the Developer could have acquired private financing from a non-Affiliate lender. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to this **<u>Section 19</u>** as a separate line item expense, and as part of such certification Developer shall certify to City the actual lowest cost of funds at which any Affiliate of Developer is able to borrow funds for its corporate purposes as of the date such interest was incurred. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

(3) <u>Interest on Developer Equity – Project Improvements</u>. In the event Developer finances a portion of the Reimbursable Project Costs associated with the Project Improvements with equity, Developer shall receive as a Reimbursable Project Cost, in addition to the return of its equity, interest on said equity as and from the date the equity was advanced at the same rate charged to Developer by its lender for debt financing. For purposes of calculating interest expense on Developer advanced equity, Developer shall certify its interest expense pursuant to this **<u>Section 19</u>** as a separate line item expense. For the month in which equity is initially advanced, the interest expense shall accrue from the 15th day of the month for equity advanced from the 1st through the 14th day of a month and from the last day of the month for equity advanced after the 15th day of a given month.

(4) <u>Limit on Total Interest Expense</u>. Notwithstanding any other provision in this **<u>Section 19.C.</u>** or elsewhere in this Contract, the total amount of interest expense to be reimbursed to the Developer for the Redevelopment Project from TIF Revenue (including that portion of CID Revenue deposited in the Special Allocation Fund) shall not exceed $2,711,280.

20. <u>Payment of Project Costs - "As Collected" Basis</u>. The Reimbursable Project Costs shall be reimbursed from the Special Allocation Fund on an "as collected" basis. Developer shall present to the City a Reimbursement Request for the City's certification pursuant to the procedure set forth in **<u>Section 19</u>**. The City shall disburse to Developer sufficient proceeds from the Special Allocation Fund, to the extent such funds are available in the Special Allocation Fund, to pay those amounts identified on the certified Reimbursement Request within thirty (30) days following City's certification of such Reimbursement Request. City shall have the right to require lien releases (full or partial) and such other releases and documents as City may reasonably require prior to authorizing any such disbursement.

21. <u>Cost Overruns</u>. The Project Improvements shall be constructed in substantial accordance with the Redevelopment Project Cost Budget attached hereto as **<u>Exhibit F</u>**. In no event shall the aggregate total of the Reimbursable Project Costs that is to be paid for in whole or in part from the Special Allocation Fund exceed the

aggregate of the Total Reimbursable Project Costs set out on **Exhibit F**, and if and to the extent that the Reimbursable Project Costs, exceed the Redevelopment Project Cost Budget in the aggregate then, Developer, subject to its right to seek to amend the Redevelopment Plan or this Contract, shall pay and be responsible for such Reimbursable Project Costs that exceed the Redevelopment Project Cost Budget in the aggregate.

22. Full Assessment of Redevelopment Project Area. After all Reimbursable Project Costs have been paid, payment of all Redevelopment Project Costs and distribution of any excess moneys pursuant to Section 99.845 and 99.850 of the Act, but not later than twenty-three (23) years from the adoption of the Redevelopment Project Ordinance, City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Project Area as a redevelopment area under the Act (the "**Termination Ordinance**"). From that date forward, all property in the Redevelopment Project Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor. After the adoption of the Termination Ordinance, the Redevelopment Project Area shall be owned and operated by Developer free from the conditions, restrictions and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Contract, except as otherwise set forth herein or therein.

23. Maximum TIF Reimbursement Reduction. Upon the City's request within three (3) months after the issuance of a Certificate of Completion and Compliance, Developer shall update each of the numbers in the form titled "Pro Forma With Public Incentives" included in Exhibit 8 of the Redevelopment Plan ("**Equity IRR Formula**") that are capable of being updated and provide the City with such updated Equity IRR Formula, along with evidence of such updated costs, revenues and other figures to the reasonable satisfaction of the City.

A. If the updated Equity IRR Formula produces a projected equity internal rate of return to the Developer that exceeds sixteen percent (16%), the maximum amount of TIF Revenue available for reimbursement of Developer hereunder shall be reduced so that the Equity IRR Formula produces a projected equity internal rate of return to the Developer that is equal to sixteen percent (16%).

B. If the updated Equity IRR Formula produces a projected equity internal rate of return to the Developer that does not exceed sixteen percent (16%), the maximum amount of TIF Revenue available for reimbursement of Developer hereunder shall not be reduced.

C. Thereafter, the maximum amount of TIF Revenue available for reimbursement of Developer hereunder shall not be subject to further review or adjustment.

24. Tenant Approvals and Prohibitions.

A. The Developer shall have complete and exclusive control over the leasing or sales of property that it owns within the Redevelopment Project Area including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City prohibits certain uses and shall have the right to review and approve the following Tenants within the Redevelopment Project Area:

(1) Existing Users in the City. Without the approval of the City, which approval shall not be unreasonably withheld, the Developer shall not cause the relocation of a tenant into the Redevelopment Project Area, which is then open and operating one or more facilities in the City and then ceases to operate at least the same number of existing facilities within two (2) years of the opening of the new facility within the Redevelopment Project Area.

(2) Restaurants. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell more than one (1) of the lots in the Redevelopment Project Area to a Fast Food Restaurant as hereinafter defined. For the purpose of this section a Fast Food Restaurant shall be defined as a restaurant with all of the following characteristics:

(a) A “drive through” window;

(b) Less than 15 tables for the service of customers;

(c) No menu items in excess of $8.00;

(d) No waiter or waitress service; and

(e) No Liquor, wine or beer sales.

(3) Surplus or Second Hand Stores. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell any of the Redevelopment Project Area to a store whose primary business is the sale of used or second hand merchandise, a thrift shop, or a flea market.

(4) Gasoline Station/Convenience Stores. Without City approval, the Developer shall not by sale or lease locate a gasoline station/convenience store in the Redevelopment Project Area. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where gasoline, diesel fuel and oil may be dispensed at retail with no automobile repair facilities. Uses may also include the sale of cold drinks, packaged foods, tobacco and similar household convenience goods for station customers.

(5) Auto Repair Businesses or Lube Shops. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell any of the lots in the Redevelopment Project Area to a store whose primary business is as an automobile repair or lube shop or similar business that includes garage doors as a primary feature of its facility.

(6) Adult Businesses. The Developer shall not sell or lease for any of the lots in the Redevelopment Project Area to an adult business as defined in Section 650.005 of the City's Municipal Code of Ordinances.

(7) Non-Sales Tax Generating Businesses. The Developer shall not, without City approval, sell or lease for development more than 2,000 square feet of finished first (1^{st}) floor space in the Redevelopment Project Area to non-sales tax generating businesses such as office uses or fitness centers.

25. Lease of Project Property.

A. Developer, or any third party, may lease real property within the Redevelopment Project Area. With regard to leases entered into following the Effective Date of this Contract, Developer shall use commercially reasonable efforts to insert in any such lease, and shall use commercially reasonable efforts to cause any third party to insert language reasonably similar to the following and shall use commercially reasonable efforts to have such Developer-lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes and Community Improvement District Taxes

Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district (**"TIF District"**) created by the City and that certain taxes generated by Tenant's economic activities, including sales taxes, will be applied toward the costs of certain improvements for the Development. In addition, Tenant acknowledges that the Shopping Center (including Tenant's Premises) are or may become within the area of up to two Community Improvement Districts ("**CIDs**") which will each have the power to impose a sales tax on any retail sales generated within Tenant's Premises. Upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon good cause shown, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF District and/or the City which will permit the City to administer the TIF as well as the CIDs.

Tenant shall provide to Landlord upon Landlord's request a certification to the City that this Lease includes the provisions of preceding paragraph.

Tenant represents and warrants that its business is not currently located in the City within the meaning of the TIF Act. Tenant acknowledges that if Tenant's business is currently located within the City within the meaning of the TIF Act or the TIF Contract and the business will be relocated from its current location within the City, this Lease shall not be effective unless the Board of Aldermen approves the relocation, in addition to any other required approvals. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Failure of Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Project Area. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

26. Sale or Disposition of Project Property.

A. Purchasing Entity. As a condition precedent to: (1) the transfer of any property interest within the boundaries of the Redevelopment Project Area to any transferee, other than a Lender or a party under any sale or lease of a pad site parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a pad site retail building area for the construction and operation thereon, or (2) any transfer and assignment of Developer's obligations as set forth in **Sections 29 and 32** hereof, the Developer shall require the transferee or assignee to comply with the requirements of the Redevelopment Plan and the obligations set forth in this Contract. As a condition to the City granting consent, the City may require the transferee or assignee to expressly assume in writing the obligations of Developer hereunder. Notwithstanding the foregoing, no consent will be required for the sale of any building after construction of the building is completed. Upon such sale or disposition, Developer shall be released from its obligations in this Contract relating to said transferred property or transferred or assigned obligations.

B. Continuation of Payments in Lieu of Taxes. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of Developer or any third party in the Redevelopment Project Area, Payments in Lieu of Taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Contract.

C. Obligation to Ameliorate Existing Conditions. Developer's obligations pursuant to **Section 5** hereof, unless earlier satisfied and certified pursuant to **Section 10** hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named.

D. Incorporation. The restrictions set forth above in **Section 25** hereof, shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within the Redevelopment Project Area and shall provide that said obligations or restrictions shall constitute a benefit held by both Developer and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Project Area.

E. Notification to City of Transfer; Board of Aldermen Approval. Developer shall notify City in writing of any proposed sale or other transfer of any or all of the real property in the Redevelopment Project Area or any interest therein other than any sale of a pad area for the construction thereon of improvements to be used by the purchaser of the pad area or its affiliate or tenant for retail and other permitted uses as provided for in this Contract. Such notice shall be provided not less than thirty (30) days prior to the proposed effective date of the sale or other transfer in a manner as described in **Section 36** hereof and shall include a copy of the instrument effecting such sale or other disposition to enable City to confirm that the requirements set forth above in this **Section 26** hereof have been fulfilled.

27. Progress Reports.

A. Upon the City's written request (not to exceed more than once per year) until all Project Improvements are completed, Developer shall report to the Board of Aldermen the progress of its implementation of the Redevelopment Project. Such reports shall include such information as is required under the reporting requirements of the Act, such additional information as City may reasonably require, and such additional information as Developer wishes to present, including, without limitation:

(1) Project Improvements completed;

(2) status of Project Improvements in progress but not yet completed;

(3) actual Redevelopment Project Costs in the Redevelopment Project Area compared to Redevelopment Plan estimates;

(4) actual start and completion dates of Project Improvements in the Redevelopment Project Area compared to Redevelopment Plan estimates; and

(5) estimated start date of Project Improvements not yet commenced at date of report.

B. Developer shall from time to time furnish such other reports on specific matters not addressed by the foregoing as City may reasonably require.

28. Compliance with Laws. Subject to Developer's rights to contest the same in any manner permitted by law, Developer, its officers, directors and principals, at its

sole cost and expense, shall comply in every respect with all Legal Requirements, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to construction of the Project Improvements, the ownership, occupancy, use and operation of the Redevelopment Project and the Redevelopment Project Area.

29. Assignment of Developer's Obligations. The Developer represents that its undertakings pursuant to this Contract are for the purpose of redevelopment. Without limiting the rights of Developer or any third party under **Section 26** hereof, Developer agrees that this Contract and the rights, duties and obligations hereunder may not and shall not be assigned by Developer without the prior written consent of the Board of Aldermen, which consent shall be given if the Board of Aldermen determines that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the Redevelopment Project Area on which Project Improvements are under way, such obligations to the extent that they relate to such property. Any proposed transferee shall, expressly for the benefit of City, enter into an agreement with the City obligating the assignee to assume all of the obligations of Developer under this Contract and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to a portion of the Redevelopment Project Area, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Developer (other than to an Affiliate of Developer) that results in a change in management control of Developer will constitute an assignment of this Contract. Notwithstanding the foregoing:

A. Developer may at any time without the City's consent convey the Redevelopment Project Area, assign its rights, and delegate its duties and obligations under this Contract to any entity controlled by the Developer or the principals of the Developer, provided that the management of the entity is provided by the principals, or by an entity which they together or individually control.

B. For so long as any of the principals of the Developer or their entities continues to be the managing member or managing partner of Developer or any successor entity to Developer, no sale, transfer, assignment, pledge or hypothecation of an interest in Developer, to an investor, or other person will be construed as resulting in a change of control or construed as constituting an assignment of this Contract that requires the City's consent.

C. No consent will be required under this section for any pledge or assignment of this Contract or pledge or assignment of an interest in Developer or any interest in any member of Developer as collateral security for Developer's financing.

D. Approval by the City Administrator, not to be unreasonably withheld, will be required under this section for any sale or lease of a pad site parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a pad site retail building area for the construction and operation thereon).

Upon such assignment, Developer shall be released from such obligations accruing after the date of such assignment.

30. Assignment of Payments. Notwithstanding the provisions of **Section 29**, the Developer may assign or pledge its right to receive reimbursement for Reimbursable Project Costs incurred by providing City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

31. Collateral Assignment of Contract. Notwithstanding the provisions of **Section 29**, the Developer may assign or pledge its rights under this agreement as collateral by providing City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

32. Transfer of Interests in Developer – City Approval. Developer shall, prior to the sale, conveyance, merger or other transfer of greater than fifty percent (50%) of the voting interest in Developer membership interests if Developer is a limited liability company and any transfers by operation of law, deliver to City a request for approval of such transfer, and no such transfer shall be permitted except with the prior approval of City; provided, however, that the members, partners or shareholders of Developer as of the Effective Date, shall have the right to transfer, in one or more transactions, the ownership interest in Developer, without City's consent, to any entity or entities to which Developer is permitted, without City's consent, to transfer property and assign its obligations in the Redevelopment Project Area pursuant to **Section 29** hereof. Upon submission by Developer of any request for transfer to City, City shall have the right to request such documentation and information as City shall determine to be reasonably necessary or desirable to determine whether such transfer is acceptable to City. Any purported transfer by Developer or any party owning any interest in Developer of any interest without the consent of City shall be null and void. In addition, City may require Developer, as a condition precedent to the transfer of any interests in Developer, to require the transferee to enter into an agreement with City obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Contract relating to the property. Notwithstanding the foregoing, Developer or Developer's members, or any one of them, may, without notice to or approval of City, transfer interests in Developer to any Affiliate of such member, if such transfer does not result in a material change in the controlling interests of Developer.

33. Indemnification.

A. Developer shall indemnify, protect, defend and hold City and its officers, directors, members, commissioners, employees and agents (collectively, the "**Indemnified Parties**" or, individually, an "**Indemnified Party**") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Contract and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Project Area or a portion thereof and the Project Improvements. Provided that, Developer shall not have any indemnification obligation with respect to any particular liability where one or more indemnified Parties' negligence or willful misconduct was involved.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Developer of the occurrence of such event, but the failure to notify Developer will not relieve Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Developer, utilizing counsel of Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Developer asserting Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Developer for payment and, within thirty (30) business days after such submission, Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. Developer acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

C. An Indemnified Party shall submit to Developer any settlement proposal that the Indemnified Party shall receive. Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Developer consents to such settlement. Neither Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

D. Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Contract imposed upon Developer in order to induce City to enter into this Contract. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Contract. If such court action is successful, the Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

E. The right to indemnification set forth in this Contract shall survive the termination of this Contract and the Redevelopment Project Area as a development area with respect to any liability arising during the term of the Contract.

34. Breach-Compliance.

A. If Developer or City does not comply with provisions of this Contract, including provisions of the Redevelopment Plan, within the time limits and in the manner for the completion of the Redevelopment Project as therein stated, except for any extensions or waivers described herein and Excusable Delays (as defined in **Section 35** hereof), in that Developer or City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Contract or the Act, and if, within ninety (90) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said ninety (90) day period (but in any event if the defaulting party shall not have cured such default within one hundred eighty (180) days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance (but not to compel construction) by the party in default of its obligations and, in the case of default by Developer, City is granted the right to terminate this Contract, the right to apply any deposit or other funds submitted by Developer to City in payment of the damages suffered by it, the right to withhold or apply funds from the Special Allocation Fund to such extent as is necessary to protect City from loss or to ensure that the Redevelopment Plan and Redevelopment Project is fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance. In no event shall either party have the right to remote, punitive or consequential damages.

B. The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

C. Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Contract), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of contract.

D. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect, to the particular default except to the extent specifically waived.

E. In no event shall City be obligated to certify any Reimbursable Project Costs, approve any Reimbursement Request or reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer at any time while any default by Developer has occurred and remained uncured beyond Developer's cure period as provided in **Section 34.A.** herein, and City has provided notice of such default as required under **Section 34**. Notwithstanding the above, if the City validly terminates this Contract, the City shall be required to, in due course according to the standards set forth herein, certify any Reimbursable Project Costs, approve any Reimbursement Request and reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer prior to any such notice of default. If City shall at any time elect to rely upon the provisions of this **Section 34.E.** as the basis for an action by City, City shall, at the time of such election, notify Developer in writing of such decision and the specific facts or events relied upon by City as the basis for such action by City.

F. Notwithstanding anything to the contrary herein, Developer agrees that in the event of any default by City under this Contract, it will not bring any action or suit to recover damages against City or any officer, director, commissioner, member, employee, or agent of any of them. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this Subsection.

35. Excusable Delays. The parties understand and agree that Developer shall not be deemed to be in default of this Contract because of delays or temporary inability to commence, complete or proceed in accordance with the Redevelopment Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of Developer which are caused by the action or failure to act of any governmental body, department or agency, including but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Contract where all applicable requirements for said consent have been complied with within twenty (20) days of submission, acts of war or civil insurrection, breach of this Contract by City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather (collectively "**Excusable Delays**"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this Section excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except as provided in **Section 13** hereof and except if financing commitments obtained by Developer and approved by City as provided in this Contract are not fulfilled

by the party issuing such commitment through no fault of Developer, in which case Developer shall be entitled to additional time not to exceed one hundred eighty (180) days to obtain new financing commitments.

36. Notice. Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to City shall be addressed to:

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

With a copy to:

T. Chris Williams
Williams & Campo, P.C.
400 SW Longview Boulevard, Suite 210
Lee's Summit, MO 64081

Any notice to Developer shall be addressed to:

CBC Parkville LLC
Attn: Dan Carr
4706 Broadway, Suite 240
Kansas City, Missouri 64112

With a copy to:

Curt Petersen
Polsinelli PC
6201 College Blvd., Suite 500
Overland Park, KS 66211

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

37. Modification. The terms, conditions, and provisions of this Contract and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between City and Developer. Any modification to this Contract as approved shall be attached hereto and incorporated herein by reference.

38. Effective Date. This Contract shall become effective on the Effective Date and shall remain in full force and effect until the completion of all Project Improvements,

as described herein, and so long as any Reimbursable Project Costs remain outstanding and unpaid, subject, however, to the provisions of **Section 34** hereof.

39. Recording. Upon full execution by City and Developer, this Contract or a memorandum thereof shall be recorded by City, at Developer's expense, in the Office of the Recorder of Deeds for Platte County, Missouri.

40. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

41. Covenant Running With the Land. The provisions of this Contract shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be covenants running with the land and shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, City, its successors and assigns, against Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof (provided, subject to the provisions of **Section 32** hereof, that any such covenants shall be binding on Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

42. Relocation Costs. Except as otherwise provided in the Redevelopment Project Cost, City shall not be responsible for any relocation activity or the costs thereof that may be required by law to be paid with respect to any part of the Redevelopment Plan. Developer shall provide the relocation services and benefits as provided for under the Redevelopment Plan and shall hold City harmless from any claim, cost or expense for said services and benefits made by individuals and entities arising from implementation of this Redevelopment Plan, except that such costs may be deemed by City to be Redevelopment Project Costs. City acknowledges that the amounts paid by Developer to purchase real property from third parties within the Redevelopment Project Area includes relocation costs. Notwithstanding the foregoing, City may assist in administering relocation activity if requested by Developer and approved by City, or if directed by the Board of Aldermen of City.

43. Administrative Costs and Expenses.

A. In order to reimburse City for its administrative costs and expenses (including staff time and contracted services) in connection with the preparation, development and implementation of the Redevelopment Plan and Redevelopment Project, this Contract or any agreement or instrument entered into pursuant to this Contract or in connection with the Redevelopment Project or the Redevelopment Plan, City and Developer have entered into the Funding Agreement (the "**Funding Agreement**"). Any of City's actual and reasonable administrative costs and expenses that are provided for in this **Section 43.A.** and which are not covered by the Funding Agreement shall be reimbursed by the City from the incremental TIF revenue deposited in the Special Allocation Fund in the amount of one percent (1%) per annum. Amounts paid by Developer under the Funding Agreement are Reimbursable Project Costs.

B. Additional documented professional service costs and other expenses incurred by City (other than those described in **Section 43.A.** hereof) that are found by City to be reasonable and necessary for it in connection with the Redevelopment Plan, this Contract or otherwise relating to the Redevelopment Project shall be reimbursed from the Special Allocation Fund.

C. Upon the request of Developer, and at the sole cost of Developer, City shall furnish appropriate documentation of the administrative costs and expenses as referred to in this **Section 43** which are in its possession, and shall allow Developer or its representatives an opportunity to review the accounts and records of City with regard to such administrative costs and expenses, such review to be at the sole cost and expense of Developer and conducted at such time as is mutually agreeable to the parties, but in no event more frequently than quarterly.

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

45. Time and Performance are of the Essence. Time and exact performance are of the essence of this Contract.

46. City's Legislative Powers. Notwithstanding any other provisions in this Contract, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the Board of Aldermen, and no action by the Board of Aldermen in exercising its legislative authority shall be a default under this Contract.

47. Good Faith; Consent or Approval. In performance of this Contract or in considering any requested extension of time, the parties agree that each will act in good faith, cooperate in expeditious and timely approvals, and will not act unreasonably, arbitrarily, or capriciously or unreasonably withhold or delay any approval required by this Contract; provided, however, that the City need not act reasonably in considering a requested extension of time that would extend a time period set forth in this Contract for the performance of an obligation by the Developer by more than three (3) years from the original end of such period as set forth in this Contract. Except as otherwise provided in this Contract, whenever consent or approval of either party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed. The City

agrees to reasonably cooperate with the Developer with respect to (i) applications for building permits from the City and the issuance thereof, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all applications for such permits and approvals are in compliance with the applicable ordinances and regulations, approved plans and specifications, and all applicable codes, (ii) securing any construction and permanent financing that the Developer may reasonably require in connection with the performance of its obligations under this Contract, (iii) reviewing and approving Developer's plans, including but not limited to the Developer Public Project Plans, site plans and building elevations, construction plans and the Design Criteria and any amendments thereto. The Developer, in recognition of the significant public investment of the City; and the City, in recognition of the substantial financial commitment of the Developer, agrees to cooperate in good faith to accomplish the expeditious and optimal utilization of the retail space in Redevelopment Project Area. The Developer agrees and acknowledges that in each instance in this Contract or elsewhere where the City is required or has the right to review or give its approval or consent, no such review, approval or consent will imply or be deemed to constitute an opinion by the City, nor impose upon the City any responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the Environmental Laws. All reviews, approval and consents by the City under the terms of this Contract are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY:

THE CITY OF PARKVILLE, MISSOURI, a municipal corporation

By:______________________________
Print Name:_______________________
Title:____________________________

DEVELOPER:

CBC PARKVILLE LLC, a Delaware limited liability company
By:______________________________
Print Name:_______________________
Title:____________________________

STATE OF ____________________)
)
COUNTY OF __________________) ss.

On this ____ day of _________________, 2018, before me personally appeared Nan Johnston, to me known, who being by me duly sworn, did say that she is the Mayor of the City of Parkville, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Aldermen, and acknowledged said instrument to be the free act and deed of said corporation.

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

____

Print Name: ____________________________

Notary Public in and for said County and State

My Commission Expires:

____

61675305.6

STATE OF ____________________)

)
COUNTY OF __________________) ss.

On this ____ day of _________________, 2018, before me personally appeared ____________________________, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the _______________________ of CBC Parkville LLC, a Delaware limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said company.

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

____

Print Name: ____________________________

Notary Public in and for said County and State

My Commission Expires:

____

61675305.6

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

A Tract of land located in the City of Parkville, Platte County, Missouri, being more particularly described as follows: All of Lots 1, 2, 3, 4, 5, 6 and Tract A, Bell Road Industrial Park, a subdivision of land in Parkville, Platte County, Missouri, according to the recorded plan thereof.

AND

A tract of land in the Southeast and Southwest Quarter of Section 23 Township 51 North, Range 34 West of the 5th Principal Meridian in Parkville, Platte County, Missouri, being a combined description of Lot 1, Apex Plaza, a subdivision recorded in Platte County Recorder of Deeds, Plat Book 20 at page 178, Lots 2-A and 2-B of Replat of Lot 2 Apex Plaza, a subdivision recorded in Platte County Recorder of Deeds, Plat Book 20 at page 359, a tract described in Recorded Deed of Trust, Book 1068 at page 537, Platte County Recorder of Deeds, and a tract described in Special Warranty Deed, Book 1183 at Page 522, Platte County Recorder of Deeds: being bounded and described as follows: Beginning at the Southwest corner of said Lot 2-A; thence North 00°05'34" East, 330.29 feet; thence South 89°35'26" East, 265.00 feet; thence North 00°05'34" East, 160.00 feet to a point on the southerly right-of-way line of NW Cross Road; thence on said right-of-way line the following 4 calls, Southeasterly along a curve to the left having an initial tangent bearing of South 53°21'31" East with a radius of 760.00 feet, a central angle of 24°06'01" and an arc distance of 319.68 feet; thence South 81°31'27" East, 51.72 feet; thence Easterly along a curve to the right having an initial tangent bearing of South 81°31'26" East with a radius of 200.00 feet, a central angle of 20°19'32" and an arc distance of 70.95 feet; thence South 61°11'26" East, 11.32 feet; thence leaving said right-of-way line, South 00°05'26" East, 130.35 feet; thence North 89°41'37" East, 158.28 feet to a point on the westerly right-of-way line of NW Melody Lane; thence on said right-of-way line the following 3 calls, South 00°17'43" East, 99.00 feet; thence North 88°49'32" West, 1.89 feet; thence South 00°17'14" West, 91.46 feet to a point on the northerly right-of-way line of Missouri Route 45, also known as 64th Street; thence on said right-of-way line the following 5 calls, North 89°05'26" West, 243.01 feet; thence Westerly along a curve to the left having an initial tangent bearing of North 89°05'27" West with a radius of 5,789.65 feet, a central angle of 04°34'00" and an arc distance of 461.45 feet; thence South 86°20'34" West, 65.50 feet; thence North 76°57'29" West, 52.20 feet; thence South 86°20'34" West, 18.57 feet to the Point of Beginning. Containing 278,992 square feet or 6.41 acres, more or less.

AND

The Missouri Highway 45 public right-of-way located directly adjacent to the portions of the Expanded Redevelopment Area described above.

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

(Redevelopment Project 2)

A tract of land in the Southeast and Southwest Quarter of Section 23 Township 51 North, Range 34 West of the 5th Principal Meridian in Parkville, Platte County, Missouri, being a combined description of Lot 1, Apex Plaza, a subdivision recorded in Platte County Recorder of Deeds, Plat Book 20 at page 178, Lots 2-A and 2-B of Replat of Lot 2 Apex Plaza, a subdivision recorded in Platte County Recorder of Deeds, Plat Book 20 at page 359, a tract described in Recorded Deed of Trust, Book 1068 at page 537, Platte County Recorder of Deeds, and a tract described in Special Warranty Deed, Book 1183 at Page 522, Platte County Recorder of Deeds: being bounded and described as follows: Beginning at the Southwest corner of said Lot 2-A; thence North 00°05'34" East, 330.29 feet; thence South 89°35'26" East, 265.00 feet; thence North 00°05'34" East, 160.00 feet to a point on the southerly right-of-way line of NW Cross Road; thence on said right-of-way line the following 4 calls, Southeasterly along a curve to the left having an initial tangent bearing of South 53°21'31" East with a radius of 760.00 feet, a central angle of 24°06'01" and an arc distance of 319.68 feet; thence South 81°31'27" East, 51.72 feet; thence Easterly along a curve to the right having an initial tangent bearing of South 81°31'26" East with a radius of 200.00 feet, a central angle of 20°19'32" and an arc distance of 70.95 feet; thence South 61°11'26" East, 11.32 feet; thence leaving said right-of-way line, South 00°05'26" East, 130.35 feet; thence North 89°41'37" East, 158.28 feet to a point on the westerly right-of-way line of NW Melody Lane; thence on said right-of-way line the following 3 calls, South 00°17'43" East, 99.00 feet; thence North 88°49'32" West, 1.89 feet; thence South 00°17'14" West, 91.46 feet to a point on the northerly right-of-way line of Missouri Route 45, also known as 64th Street; thence on said right-of-way line the following 5 calls, North 89°05'26" West, 243.01 feet; thence Westerly along a curve to the left having an initial tangent bearing of North 89°05'27" West with a radius of 5,789.65 feet, a central angle of 04°34'00" and an arc distance of 461.45 feet; thence South 86°20'34" West, 65.50 feet; thence North 76°57'29" West, 52.20 feet; thence South 86°20'34" West, 18.57 feet to the Point of Beginning. Containing 278,992 square feet or 6.41 acres, more or less.

EXHIBIT C

PRIVATE PROJECT IMPROVEMENTS

The Private Project Improvements will generally consist of the following improvements as described in the Redevelopment Plan:

> Construct approximately 33,400 square feet of new retail along with all necessary and required parking, access drives, utilities, landscaping and related improvements necessary to serve the development as described in the Redevelopment Plan and the Land Use Approvals.

EXHIBIT D

PUBLIC PROJECT IMPROVEMENTS

The Public Project Improvements will generally consist of the following improvements:

Construction of improvements to Melody Lane, a turn lane on Highway 45, sidewalks, water, sanitary sewer, and storm water improvements in accordance with adopted City standards within the Redevelopment Project Area as described in the Redevelopment Plan and the Land Use Approvals.

EXHIBIT E

REDEVELOPMENT SCHEDULE

	Commence	Complete
Land Acquisition:	1st quarter 2018	1st quarter 2018
Blight Removal:	3rd quarter 2018	4th quarter 2020
Construction of Public Project Improvements:	4th quarter 2018	4th quarter 2019
Construction of Private Project Improvements:	4th quarter 2018	4th quarter 2020

All scheduled activities may commence earlier than the dates set out above. Timing of construction of Private Project Improvements is subject to tenant demand.

EXHIBIT F

REDEVELOPMENT PROJECT COST BUDGET

(Exhibits 4 and 6 from TIF Plan)

[see attached]

Exhibit 4

Estimated Redevelopment Project Costs for Redevelopment Project 2

PROJECT: ***APEX PLAZA***
LOCATION: ***Mo Route 45 Hwy and North Melody Lane*** ***DATE:*** ***August 1, 2017***
PLAN: ***Site Plan 03-03-17*** ***REVISED:*** ***August 1, 2017***

Item	Amount	cost per sf	Total	Developer 2017	Developer 2018	Developer 2019	Developer Total	3rd Party Total
LAND ACQUISITION			**$1,960,000**					
SITEWORK AND INFRASTRUCTURE COSTS				2017	2018	2019	Total	Total
ITEM OF WORK	TOTAL							
PUBLIC ROADWAY			**$180,000**					
Improvements on 45 Highway	$30,000				$30,000		$30,000	
Improvements on Melody Lane (east and west side)	$65,000				$65,000		$65,000	
Turn Lane on 45 Highway	$85,000				$85,000		$85,000	
STORMWATER DETENTION			**$220,066**					
Storm Water Detention / BMPs	$220,066				$220,066		$220,066	
WET UTILITIES			**$358,725**					
Storm Sewer / Sanitary Sewer / Water	$358,725				$358,725		$358,725	
OTHER SITE IMPROVEMENTS			**$1,250,200**					
Demo, Grading, Retaining Walls & Erosion Control	$662,526				$662,526		$662,526	
Parking Lots / Drives / Sidewalks / Lighting	$407,674				$407,674		$407,674	
Electric / Gas / Phone	$75,000				$75,000		$75,000	
Landscape / Signage	$105,000				$105,000		$105,000	
SUBTOTAL (SITEWORK AND INFRASTRUCTURE COSTS):			**$2,008,991**					
[illegible]DING COSTS	sf	cost per sf	total					
Lot 1	15,000	115	$1,725,000		$1,725,000		$1,725,000	
Lot 2	4,000	160	$640,000					$640,000
Lot 3	6,000	160	$960,000					$960,000
Lot 4	8,400	160	$1,344,000		$1,344,000		$1,344,000	
SUBTOTAL (BUILDING COSTS):			**$4,669,000**					
SOFT COSTS								
Legal (incl. City legal) / Consulting / Accounting			$150,000	$50,000	$75,000		$125,000	$25,000
Architectural / Engineering / Surveying			$313,200	$100,000	$161,000		$261,000	$52,200
Geotechnical Studies / Environmental / Special Inspections			$81,000	$67,500			$67,500	$13,500
Professional Services			$351,000	$146,250	$146,250		$292,500	$58,500
Commissions on Pad Sales / Leases			$365,400		$304,500		$304,500	$60,900
Bond / Permits / Fees			$90,000		$75,000		$75,000	$15,000
SUBTOTAL (SOFT COSTS):			**$1,350,600**					
FINANCING COSTS								
Financing Fees			$115,800	$96,500			$96,500	$19,300
Construction Interest			$317,489					$52,915
SUBTOTAL (FINANCING COSTS):			**$433,289**					
MISC COSTS								
Developer's Fee			$420,000		$350,000		$350,000.00	$70,000
Contingency			$300,000		$250,000		$250,000.00	$50,000
SUBTOTAL (MISC COSTS):			**$720,000**					
TOTAL ESTIMATED PROJECT COSTS:			**$11,141,880**	**$2,420,250**	**$6,439,741**	**$0**	**$8,859,991**	**$2,017,315**
				2017	**2018**	**2019**	**Total (Dev)**	**Total (3rd pty)**

60666175.3

Exhibit 6

Sources and Uses for Redevelopment Project 2

Project Sources and Uses

Project Cost	Total	Projected TIF Reimbursed Costs	Projected CID Reimbursed Costs	Developer Private Costs
Land Acquisition	**$1,960,000**	**$843,122**	**$0**	**$1,116,878**
Sitework and Infrastructure Cost	**$2,008,991**	**$1,666,491**	**$342,500**	**$0**
PUBLIC ROADWAY				
Improvements on 45 Highway	$30,000		$30,000	$0
Improvements on Melody Lane (east and west sic	$65,000		$65,000	$0
Turn Lane on 45 Highway	$85,000		$85,000	$0
STORMWATER DETENTION				
Storm Water Detention / BMPs	$220,066	$57,566	$162,500	$0
WET UTILITIES				
Storm Sewer / Sanitary Sewer / Water	$358,725	$358,725		$0
OTHER SITE IMPROVEMENTS	$1,250,200	$1,250,200		$0
Building Costs	**$3,069,000**	**$0**	**$0**	**$3,069,000**
Soft Costs	**$1,125,500**	**$696,000**	**$0**	**$429,500**
Financing Costs	**$96,500**	**$0**	**$0**	**$96,500**
Misc. Costs	**$600,000**	**$0**	**$0**	**$600,000**
TOTAL PROJECT COSTS	**$8,859,991**	**$3,205,613**	**$342,500**	**$5,311,878**
	Projected TOTAL PROJECT COSTS**	**Projected TIF Reimbursed Costs***	**Projected CID Reimbursed Costs***	**Developer Private Costs**
% of Project Costs		29%	3%	
% of Developer's Costs		35%	4%	

*In addition to the amounts set forth above, Developer's requested public incentives also includes reimbursement of interest on reimbursable costs.

**The Total Project Costs above exclude the costs of designing and constructing buildings on Lots 2 and 3 as it is anticipated that a third party will purchase such lots and construct the buildings thereon.

FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT

THIS FIRST AMENDMENT TO TAX INCREMENT FINANCING CONTRACT (the "**Amendment**") is made and entered into as of the 2nd day of February 2021, by and between **THE CITY OF PARKVILLE, MISSOURI** ("**City**"), and **CBC PARKVILLE LLC**, a Delaware limited liability corporation ("**Developer**").

Recitals.

A. Pursuant to Ordinance No. 2936 adopted by the Board of Aldermen of the City on January 24, 2018, the City and Developer entered into a Tax Increment Financing Contract dated April 11, 2018 (the "TIF Contract", for the implementation of Redevelopment Project 2 of the Parkville Market Place Tax Increment Financing Plan (the "Redevelopment Plan"); and

B. The Developer has requested, and the City desires, to amend the Contract to clarify the timeframe for submission of Reimbursable Project Costs for certification by the City and to revise the completion timeframe for private project improvements as stated in the Redevelopment Schedule exhibit attached thereto.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree to amend the TIF Contract as follows:

1. Incorporation of Recitals; Defined Terms. The foregoing recitals are hereby incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meaning given in the TIF Contract.

2. Amendment to Section 19.A. Section 19.A. to the TIF Contract, "Reimbursable Project Cost Certification," is hereby deleted in its entirety and replaced with the following:

19. Reimbursable Project Cost Certification.

A. Request for Certification. Developer shall have the right to submit requests for certification for the line items and within the budget amounts identified on **Exhibit F** hereof as reimbursable expenses, and including Financing Costs incurred by Developer relating to Private Loans obtained to fund Reimbursable Project Costs. For Reimbursable Project Costs incurred prior to the date of this Amendment, Developer shall submit its request for certification no later than June 9, 2021. For Reimbursable Project Costs incurred on or after the date of this Amendment, Developer shall submit its request for certification no later than one hundred and twenty (120) days after incurring such costs, except for Financing Costs, which Developer and City agree may be submitted for reimbursement on a more infrequent basis. Upon presentation to City of an application for certification of Reimbursable Project Costs which details Reimbursable Project Costs paid in accordance with this Contract and the

Redevelopment Plan, together with such supporting documentation in a format as stipulated by the City (including copies of invoices, canceled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require) as City shall reasonably determine to be necessary (the "**Reimbursement Request**"), City shall review, verify and confirm the information included in the Reimbursement Request. The Reimbursement Request shall (1) identify each item of Reimbursable Project Cost by line item category in the Redevelopment Project Cost Budget for the Redevelopment Project separately, (2) aggregate all costs in the Reimbursement Request by line item category as set forth in the Redevelopment Project Cost Budget for the Redevelopment Project or elsewhere in this Contract, (3) include a report setting forth the total amount, by line item category from the Redevelopment Project Cost Budget for the Redevelopment Project, of all Reimbursable Project Costs set forth in the then-current Reimbursement Request and all prior Reimbursement Requests approved by City or for which approval is pending, and (4) include a report setting forth the percentage of work, by line item category from the Redevelopment Project Cost Budget for the Redevelopment Project, completed as of the date of the current Reimbursement Request. Notwithstanding anything contained herein to the contrary, Developer shall be entitled to transfer amounts among each line item category in **Exhibit F** so long as Developer does not (a) exceed the aggregate of the Total Reimbursable Project Costs, (b) transfer to line items that are not approved for Tax Increment Financing funds, or (c) result in any additional fees or payments directly to Developer. If City determines that: (i) the Reimbursement Request accurately reflects Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan and (ii) the Reimbursable Project Costs for which certification is requested (considered in combination with all prior amounts certified for the same cost category or item, as applicable) are in accordance with the Redevelopment Project Cost Budget for the Redevelopment Project (subject to the foregoing sentence), it shall approve and certify the Reimbursement Request. If City, pursuant to its review of such Reimbursement Request and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall promptly state the reasons for such disapproval to Developer. Any such disapproval may be appealed by Developer to the Board of Aldermen, which shall upon Developer's request hold a hearing at which Developer may present new and/or additional evidence. No Reimbursement Request will be approved if it causes the total Reimbursable Project Costs to exceed the Redevelopment Project Cost Budget without the formal approval by Board of Aldermen of an amended and restated **Exhibit F** reflecting such an increase. Each Reimbursement Request for Developer Reimbursable Project Costs shall be approved administratively, and no action of the Board of Aldermen shall be required to approve such Reimbursement Request. All Reimbursement Requests and Draw Certificates for City Reimbursable Project Costs may be approved by the City Treasurer and Developer shall not be required to approve or consent to any such Reimbursement Request for City Reimbursable Project Costs prior to the disbursement of funds to City. The City shall respond within a reasonable time period not to exceed thirty (30) days to all requests by Developer for approval under this **Section**.

3. Amendment to Exhibit E, Redevelopment Schedule. Exhibit E to the TIF Contract, "Redevelopment Schedule," is hereby deleted in its entirety and replaced with the Exhibit E attached hereto.

4. Affirmation of TIF Contract. All other terms and provisions of the TIF Contract that are not specifically modified by this Amendment shall remain in full force and effect, unmodified by the terms of this Amendment. All references herein or in the TIF Contract to the "Contract" shall mean and refer to the TIF Contract as amended by this Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

CITY:

THE CITY OF PARKVILLE, MISSOURI, a municipal corporation

By:______________________________
Nan Johnston, Mayor

DEVELOPER:

CBC PARKVILLE LLC, a Delaware limited liability company
By:______________________________
Print Name:_______________________
Title:____________________________

STATE OF MISSOURI)
)
COUNTY OF PLATTE) ss.

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

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

____

Print Name: ___________________________

Notary Public in and for said County and State

My Commission Expires:

____

Error! Unknown document property name.

STATE OF ____________________)
)
COUNTY OF __________________) ss.

On this ____ day of _________________, 2021, before me personally appeared ____________________________, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the _______________________ of CBC Parkville LLC, a Delaware limited liability company, and acknowledged said instrument to be his free act and deed and the free act and deed of said company.

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

____

Print Name: ____________________________

Notary Public in and for said County and State

My Commission Expires:

____

EXHIBIT E

REDEVELOPMENT SCHEDULE

	Commence	Complete
Land Acquisition:	1st quarter 2018	1st quarter 2018
Blight Removal:	3rd quarter 2018	4th quarter 2020
Construction of Public Project Improvements:	4th quarter 2018	4th quarter 2019
Construction of Private Project Improvements:	4th quarter 2018	4th quarter 2023

All scheduled activities may commence earlier than the dates set out above. Timing of construction of Private Project Improvements is subject to tenant demand.

City of Parkville

Apex Plaza TIF

Lot 4 Change of Development Use Analysis - From In-line Retail to Bank
Estimated Loss of Revenues to the City

December 2023 - REVISED 12.12.23

Assumptions	
Square Fee	3,333
Use	In-Line Retail
Sales Per Square Foot	$496.89
Annual Growth Rate	2.0%
First Year Taxable Sales	$1,656,121
TIF Period	23 Years (2018 - 2041)

				Calculation of Economic Activity Taxes ("EATs") Lost		Calculation of Community Improvement District ("CID") Revenues Lost - Revenues for Melody Lane/HWY 45		Buy Out Amount
					City of Parkville		**CID #2**	
		Taxable	**Present Value**	Sales Tax Rate:	**2.000%**	Sales Tax Rate:	**1.000%**	**Total Lost**
	Year	**Sales**	**Factor**	% Not Captured by TIF:	**50.0%**	% Not Captured by CID:	**50.0%**	**City Revenues**
1	2024	$1,656,121	0.97		$16,561		$8,281	$24,842
2	2025	$1,689,243	0.93		$16,892		$8,446	$25,339
3	2026	$1,723,028	0.90		$17,230		$8,615	$25,845
4	2027	$1,757,489	0.87		$17,575		$8,787	$26,362
5	2028	$1,792,639	0.84		$17,926		$8,963	$26,890
6	2029	$1,828,491	0.81		$18,285		$9,142	$27,427
7	2030	$1,865,061	0.78		$18,651		$9,325	$27,976
8	2031	$1,902,362	0.76		$19,024		$9,512	$28,535
9	2032	$1,940,410	0.73		$19,404		$9,702	$29,106
10	2033	$1,979,218	0.71		$19,792		$9,896	$29,688
11	2034	$2,018,802	0.68		$20,188		$10,094	$30,282
12	2035	$2,059,178	0.66		$20,592		$10,296	$30,888
13	2036	$2,100,362	0.64		$21,004		$10,502	$31,505
14	2037	$2,142,369	0.62		$21,424		$10,712	$32,136
15	2038	$2,185,216	0.59		$21,852		$10,926	$32,778
16	2039	$2,228,921	0.57		$22,289		$11,145	$33,434
17	2040	$2,273,499	0.55		$22,735		$11,367	$34,102
18	2041	$2,318,969	0.54		$23,190		$11,595	$34,785
					$354,614		$177,307	$531,921
				Present Value* @:				
				3.53%	$254,467		$127,234	**$381,701**

*Present value rate at the City's estimated 20-year cost of borrowing

ITEM 4.E.
For 1/30/2024
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 24, 2024

Prepared By:	Reviewed By:
Brad Stanton, Planner	Stephen Lachky, Community Development Director

ISSUE:
Adopt an ordinance to approve a preliminary development plan for Chase Bank, a financial institution on Lot 4 of APEX Plaza - Case No. PZ23-36; Cumulus Design, applicant (Community Development)

BACKGROUND:
The application proposes a preliminary development plan for Lot 4 of APEX Plaza to construct Chase Bank, a service, general (bank) use located at the northwest corner of the intersection of 45 Highway and Melody Lane. Approval of the preliminary development plan will effectively amend the existing approved preliminary development plan (2017) for APEX Plaza, which includes Lot 4. The proposed one-story, drive-through bank is 3,333+/- sq. ft.

On April 10, 2003, the Board adopted Ordinance No. 2062, rezoning property within APEX Plaza from “R-1” Single-Family Residential District to “B-4” Planned Business District, in conjunction with a preliminary development plan. On June 6, 2017, the Board approved a new preliminary development plan on the subject property for CBC Real Estate APEX Plaza, re-platting the subject property to accommodate 4 buildings for retail use (15,000 sq. ft., 8,400 sq. ft., 6,000 sq. ft., and 4,000 sq. ft.). While the final development plan for Lot 4 was approved over four years ago, to-date no permits for construction have been issued and the property remains vacant.

STRATEGIC GOAL(S):

- Quality Development

BUDGET IMPACT:
There will be no impact to the budget.

ALTERNATIVES:

1. Approve the item.
2. Approve the item, subject to changes.
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.

PLANNING COMMISSION RECOMMENDATION:
On January 9, 2024, the Planning and Zoning Commission held a public hearing to consider the Application for Preliminary Development Plan. After discussion, the Commission voted (7-1) to recommend approval of the Application for Preliminary Development Plan, subject to conditions:

1. Approval is based on the representations of the drawings presented as part of this application and does not waive any requirement or development standard contained within the Municipal Code.
2. Prior to Final Development Plan approval, the applicant shall install all stormwater management infrastructure as required by Public Works.
3. Any other conditions the Planning and Zoning Commission determines are necessary.

STAFF RECOMMENDATION:
Staff recommends approval of the Application for Preliminary Development Plan based on the merits of the application and the findings and conclusions in the staff report, subject to conditions.

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

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. 3284, an ordinance approving a preliminary development plan for Chase Bank, a financial institution on Lot 4 of APEX Plaza, subject to conditions recommended by staff and the Planning and Zoning Commission, on first reading.

I move to approve Bill No. 3284, an ordinance approving a preliminary development plan for Chase Bank, a financial institution on Lot 4 of APEX Plaza, subject to conditions recommend by staff and the Planning and Zoning Commission, on second reading to become Ordinance No. ____.

ATTACHMENTS:
1. Ordinance
2. Preliminary Development Plan
3. Application
4. Staff Report

BILL NO. XXXX ORDINANCE NO. XXXX

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR CHASE BANK, A FINANCIAL INSTITUTION ON LOT 4 OF APEX PLAZA

WHEREAS, applicant Carlos Iglesias of Cumulus Design has submitted an Application for Preliminary Development Plan for Chase Bank, a financial institution on Lot 4 of APEX Plaza; and

WHEREAS, City staff reviewed the application according to Parkville Municipal Code Title IV Development Code, Section 403.040 and determined their findings and conclusions; and

WHEREAS, notice of a public hearing on January 9, 2024 was published, mailed, and posted in accordance with Parkville Municipal Code Title IV, Section 403.010; and

WHEREAS, the Preliminary Development Plan for Chase Bank was considered at the January 9, 2024 meeting of the Planning and Zoning Commission, and was recommended for approval (by a vote of 7-1); and

WHEREAS, the Board of Aldermen has reviewed and considered staff's conclusions and recommendation, the information provided to the Planning and Zoning Commission, the Planning and Zoning Commission's recommendation and information presented to the Board of Aldermen, and desires to approve the application with conditions as stated herein.

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

SECTION 1. The application for preliminary development plan for Chase Bank (Case No. PZ23-36) is hereby approved, subject to conditions by the Board of Aldermen, including:

1. Approval is based on the representations of the drawings presented as part of this application and does not waive any requirement or development standard contained within the Municipal Code.
2. Prior to Final Development Plan approval, the applicant shall install all stormwater management infrastructure as required by Public Works.

SECTION 2. The preliminary development plan, depicted in Exhibit A and attached hereto and incorporated herein by reference, shall be effective immediately upon its passage and approval.

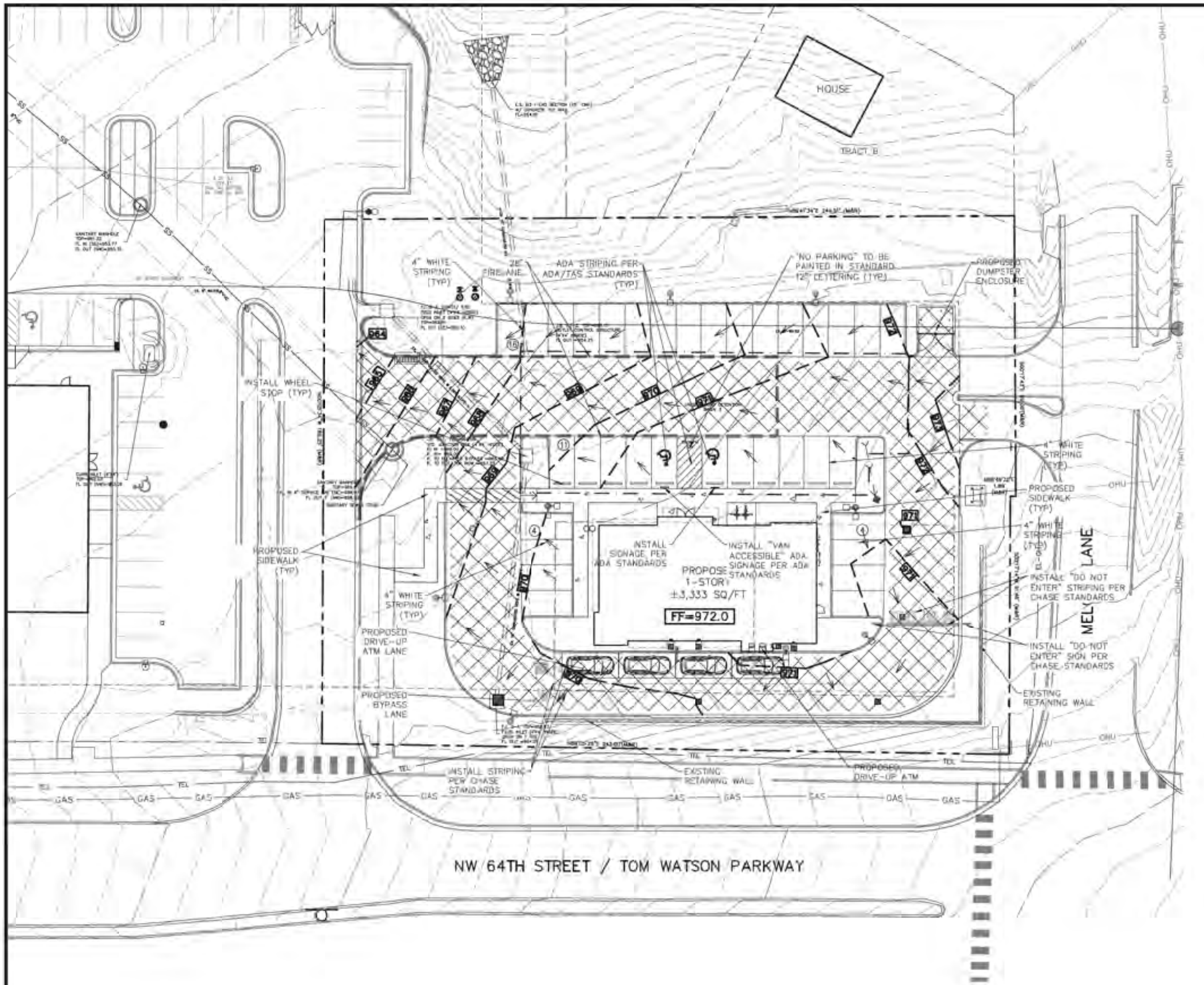
SECTION 3. This ordinance shall be effective immediately upon its passage.

PASSED and APPROVED this XX day of XX, 20XX.

____
Mayor Dean Katerndahl

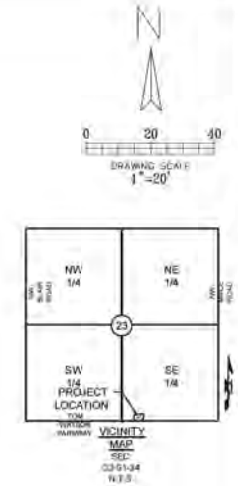
ATTESTED:

____
City Clerk Melissa McChesney



LEGEND

- EXISTING CURB
- PROPOSED CURB
- 4" 4000 PSI REINFORCED CONCRETE PAVEMENT ON 4" CRUSHED STONE (REFERENCE GEOTECHNICAL REPORT)
- 5" 4000 PSI REINFORCED CONCRETE PAVEMENT ON 4" CRUSHED STONE (REFERENCE GEOTECHNICAL REPORT)
- 6" 4000 PSI REINFORCED CONCRETE PAVEMENT ON 4" CRUSHED STONE (REFERENCE GEOTECHNICAL REPORT)
- PARKING COUNT
- EXISTING CONTOUR
- PROPOSED CONTOUR
- DIRECTIONAL FLOW ARROW
- PROPOSED VALLEY
- PROPOSED RIDGE



DEVELOPMENT CHECKLIST	
EXISTING ZONING: B-4-P PLANNED BUSINESS DISTRICT (NO PROPOSED CHANGES)	
LEASE ACREAGE:	1.05 ACRES (45,837 SQ FT)
LAND USE:	FINANCIAL INSTITUTION
PROPOSED BUILDING HEIGHT:	APPROXIMATELY 25 FEET
BUILDING FOOT PRINT (TOTAL):	3,333 SQUARE FEET
SITE COVERAGE:	3,333/45,837 = 7.3%
PARKING REQUIRED (5 PER 1000 SQ./FT OF PROPOSED BUILDING):	17 SPACES
PARKING PROVIDED:	39 SPACES
ACCESSIBLE PARKING REQUIRED (1 ACCESSIBLE SPACE/25 STANDARD SPACE):	2 SPACES
PARKING PROVIDED (ACCESSIBLE):	2 SPACES

!!! CAUTION !!!
UNDERGROUND UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS PARTIES. THE ENGINEER DOES NOT ASSUME THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR(S) TO VERIFY THE HORIZONTALLY AND VERTICALLY LOCATION OF ALL UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED AND NOTIFY THE ENGINEER OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO UTILITIES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

CALL: MO ONE CALL @ 1-800-DIG-RITE (344-7483) AT LEAST 72 HRS PRIOR TO CONSTRUCTION.

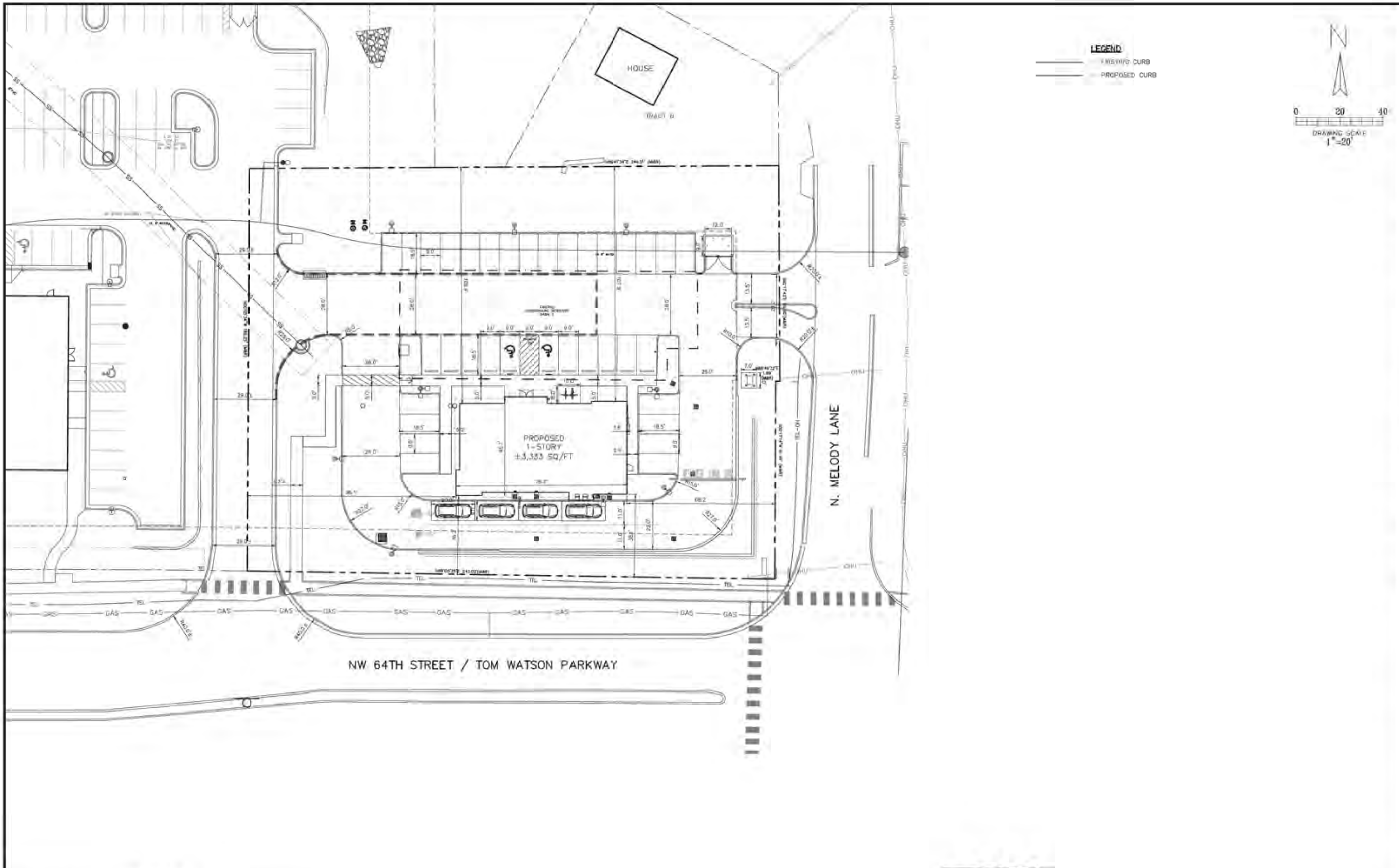
811
Know what's **below.**
Call before you dig.

Cumulus Design
Firm # 801675898
2080 N. Highway 360, Suite 240
Grand Prairie, Texas 75050
Tel 214.235.0367

SITE PLAN
CHASE BANK – 6408 NW MELODY LN
PARKVILLE, MO 64152
PLATTE COUNTY

CHASE

PLOT DATE	11/02/23
DRAWING SCALE	1" = 20'
PROJECT NUMBER	CDC23019
SHEET NUMBER	C1.01



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Cumulus Design
Firm # 801675898
2080 N. Highway 360, Suite 240
Grand Prairie, Texas 75050
Tel. 214.235.0367

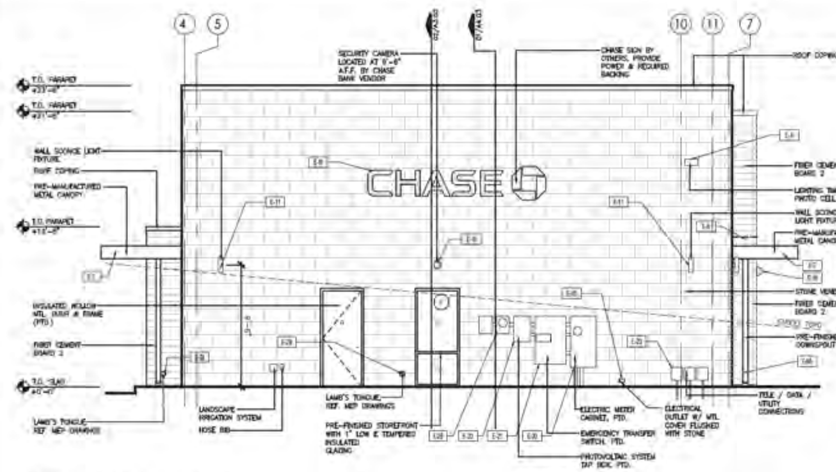
STATE OF MISSOURI
MATTHEW CRADDY
NUMBER
PE-2021031573
PROFESSIONAL ENGINEER
11/2/23

DIMENSION CONTROL PLAN

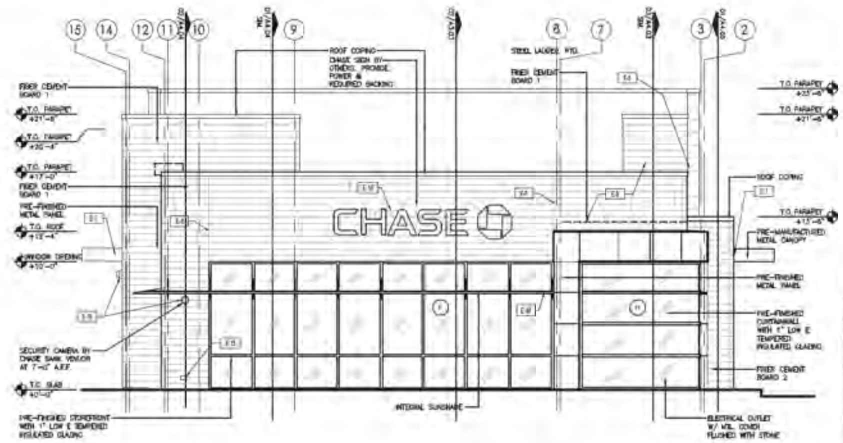
CHASE BANK – 6408 NW MELODY LN
PARKVILLE, MO 64152
PLATTE COUNTY

CHASE

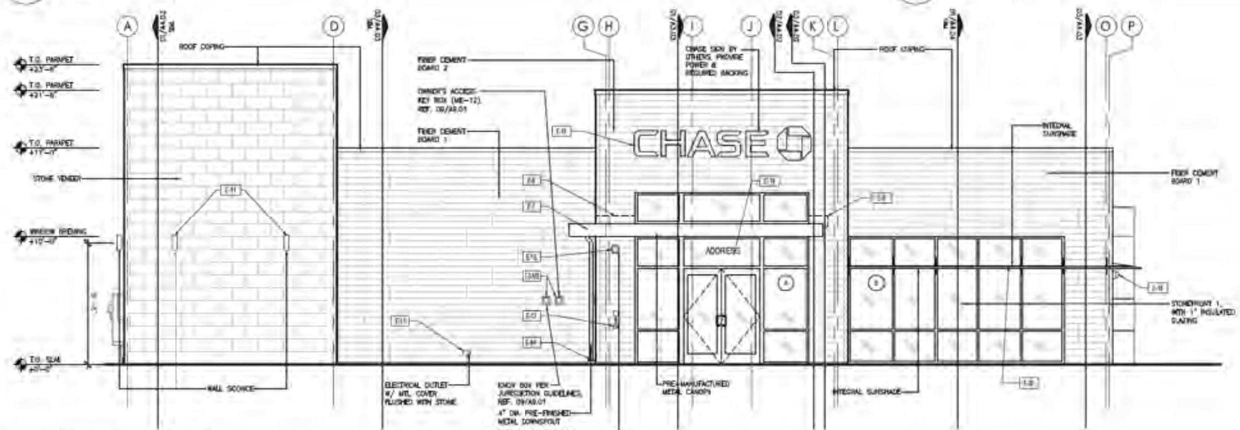
PLOT DATE	11/02/23
DRAWING SCALE	1" = 20'
PROJECT NUMBER	CDC23019
SHEET NUMBER	C4.01



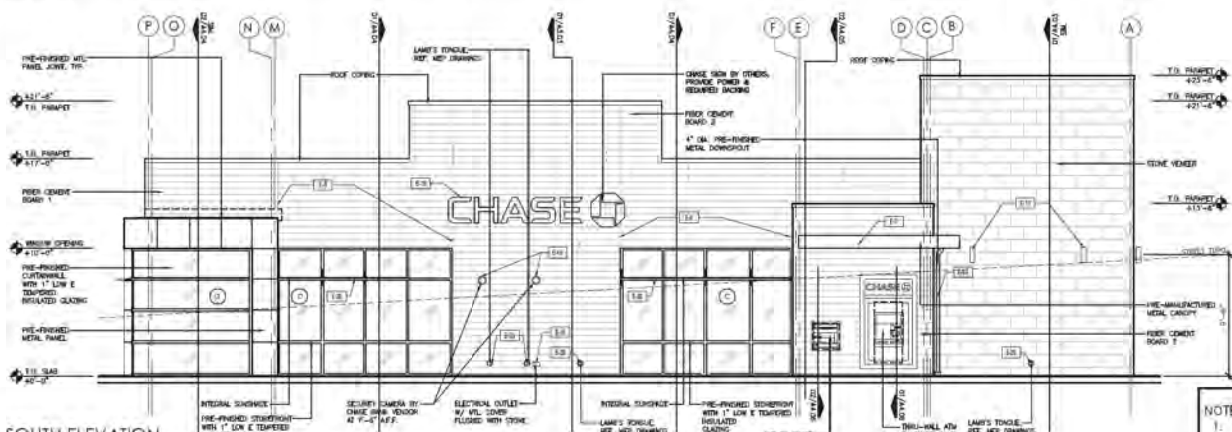
03 EAST ELEVATION
SCALE: 1/4"=1'-0"



04 WEST ELEVATION
SCALE: 1/4"=1'-0"



02 NORTH ELEVATION
SCALE: 1/4"=1'-0"



01 SOUTH ELEVATION
SCALE: 1/4"=1'-0"

EXTERIOR MATERIAL LEGEND		
METAL PANEL 1	MANUF	[illegible]
	PRODUCT	[illegible]
	COLOR	[illegible]
FIBER CEMENT BOARD 1	MANUF	[illegible]
	PRODUCT	[illegible]
	COLOR	[illegible]
	SIZE	[illegible]
	NOTES	PROVIDE FABRICATED 3.5" CORNERS AND MANUFACTURER'S STANDARD FLASHING SYSTEM
FIBER CEMENT BOARD 2	MANUF	[illegible]
	PRODUCT	[illegible]
	COLOR	[illegible]
	SIZE	[illegible]
	NOTES	PROVIDE FABRICATED 3.5" CORNERS AND MANUFACTURER'S STANDARD FLASHING SYSTEM
STONE VENEER	MANUF	CORONADO STONE PRODUCTS
	PRODUCT	MANUFACTURED STONE VENEER
	COLOR	[illegible]
	FINISH	[illegible]
	SIZE	[illegible]
	PATTERN	[illegible]
	MORTAR	[illegible]
	NOTES	[illegible]
ROOF COPING	MANUF	[illegible]
	PRODUCT	[illegible]
	COLOR	BLACK
STOREFRONT 1	MANUF	[illegible]
	COLOR	[illegible]
STOREFRONT 2	MANUF	[illegible]
	COLOR	CLEAR ANODIZED

NOTE:
1. GENERAL CONTRACTOR TO PROVIDE 4'-0" X 4'-0" MOCK-UP FOR ARCHITECT & DEVELOPER EXTERIOR FINISH APPROVAL.
2. INSTALL WALL MOUNTED SENSORS ON PARAPET SIDE OF PARAPET.

ELEVATION NOTES	
E-1	CONCRETE FOOTINGS / FOUNDATIONS REFER TO STRUCTURAL DWGS
E-2	CONCRETE CURB AND GUARDS REFER TO ARCHITECTURAL SITE PLAN AND DRIVE-UP CANOPY PLAN
E-3A	EMERGENCY ACCESS KEY BOX ONLY WHERE REQUIRED BY LOCAL CODE. VERIFY PRODUCT SPEC REQD. BY LOCAL AHJ. RECESS-MOUNT IN WALL CONSTRUCTION AS REQD. TO SET FACE FLUSH WITH ADJACENT WALL FINISH. VERIFY FINAL LOCATION WITH AHJ
E-3B	OWNER'S ACCESS KEY BOX REFER TO MISC. EQUIPMENT SCHEDULE. RECESS-MOUNT IN WALL CONSTRUCTION AS REQD. TO SET FACE FLUSH WITH ADJACENT WALL FINISH
E-4	LIGHTING TIMER SYSTEM PHOTO SENSOR REFER TO ELECTRICAL DRAWINGS
E-5	METAL FLASHING AND COUNTER FLASHING CONCEALED BEHIND WALL FINISH AND FINISH OF EXPOSED FLASHING TO MATCH ADJACENT ROOFING/COPING
E-6	FLASHING AT PREFAB CANOPY PRE-FINISHED ALUMINUM FLASHING TO SPAN GAP BETWEEN PREFAB CANOPY AND BUILDING. CONCEALED BEHIND WALL FINISH. REFER TO WALL SECTIONS AND DETAILS. COLOR TO MATCH EPT-4. VERIFY FINAL FLASHING LENGTH AND CONFIGURATION WITH APPROVED CANOPY SHOP DWGS
E-7	ENTRANCE / ATM CANOPY SHOP FABRICATED, SITE ASSEMBLED PRE-FINISHED BLACK CUSTOM ALUMINUM CANOPY UNIT WITH PREWIRED ELECTRICAL OPENINGS AND INTEGRAL DRAINAGE SYSTEM FASTENED TO BUILDING STRUCTURE. MAPES ARCHITECTURAL CANOPIES SUPER LUMIDECK WITH FLAT SOFFIT AND 12" FASCIA, OR APPROVED EQUAL. REFER TO ROOF PLAN AND WALL SECTIONS. INSTALLATION: GC. MAPES CANOPIES CAN EITHER PRE-FAB THE UNITS AND SHIP READY TO INSTALL OR SHIP AS KIT OF PARTS FOR GC TO ASSEMBLE ON-SITE. GC SELECT OPTION WHEN THEY ORDER
E-8	CONTROL / EXPANSION JOINT VERTICAL ELASTOMERIC SEALANT JOINT CONTINUOUS THROUGH VENEER. MATCH SEALANT COLOR TO VENEER COLOR
E-9A	DRIVE CANOPY DOWNSPOUT/OVERFLOW 3" DIAM. ALUMINUM DOWNSPOUT, FINISH TO MATCH THE CANOPY. CONNECT TO OUTLET FROM DRAIN HUB AT GRADE AND EXTEND SUBSURFACE TO SITE DRAINAGE SYSTEM. REFER TO SITE PLAN
E-9B	CARPET CANOPY DOWNSPOUT/OVERFLOW ROUND ALUMINUM DOWNSPOUT, SIZED AS REQUIRED WITH ATTACHMENT HARDWARE AS REQUIRED, PAINTED TO MATCH ADJACENT WALL/COLUMN FINISH. SPLASH TO CONCRETE DRIVE-UP ISLAND
E-10	SCUPPER REFER TO ROOF PLAN
E-11	SURFACE-MOUNT DECORATIVE LIGHT FIXTURE REFER TO REFLECTED CEILING PLAN AND ELECTRICAL DRAWINGS
E-12	SURFACE-MOUNT EMERGENCY LIGHT FIXTURE TO BE PROVIDED ONLY WHEN DOOR BELOW IS A REQUIRED OR MARKED EXIT. REFER TO REFLECTED CEILING PLAN AND LIGHT FIXTURE SCHEDULE
E-13	AUTOMATIC DOOR OPENER PUSH BUTTON AND KEYCARD READER RECESSED FLUSH WITH WALL SURFACE. DO NOT SURFACE MOUNT
E-14	HOSE BIB SET FLUSH WITH FACE OF MASONRY VENEER. REFER TO PLUMBING FIXTURE SCHEDULE
E-15	ELECTRICAL OUTLET SET FLUSH WITH FACE OF MASONRY VENEER. PROVIDE METAL COVER COMPLIANT WITH N.E.C.
E-16	SECURITY CAMERA PROVIDE CONCEALED JUNCTION BOX AND CONDUIT TO INTERIOR. REFER TO OWNER'S SECURITY CONSULTANT DRAWINGS
E-17	BANK EQUIPMENT FURNISHED AND INSTALLED BY BANK EQUIPMENT VENDOR. COORD. WALL OPENINGS AND ELECTRICAL / DATA REQUIREMENTS WITH OWNER-FURNISHED EQUIPMENT SHOP DRAWINGS AND PRODUCT DATA
E-18	SIGNAGE BY OWNER'S SIGN VENDOR. N.I.C. / PROVIDE ROUGH ELEC. WORK AND BLOCKING IN WALL AS REQD. FOR VENDOR INSTALLATION
E-19	BUILDING ADDRESS NUMBER WHITE VINYL NUMBERS WITH 1/2" WIDE STROKE APPLIED TO INTERIOR FACE OF GLASS TRANSOM. MIN. 6" HEIGHT OR AS REQD. BY LOCAL CODE
E-20	ELECTRICAL DISCONNECT / METER CABINET REFER TO ELECTRICAL DRAWINGS
E-21	EMERGENCY TRANSFER SWITCH REFER TO ELECTRICAL DRAWINGS
E-22	PHOTOVOLTAIC SYSTEM FUSED DISCONNECT SWITCH REFER TO ELECTRICAL DRAWINGS
E-23	TELE / DATA / UTILITY CONNECTIONS REFER TO ELECTRICAL DRAWINGS
E-24	LANDSCAPE IRRIGATION SYSTEM CONTROLLER, WIRELESS NETWORK CONNECTOR, AND DEDICATED WP POWER OUTLET. REFER TO SITE PLAN AND ELECTRICAL PLAN
E-25	NOT USED
E-26	FUTURE PHOTOVOLTAIC SYSTEM DISCONNECT SWITCH AND PERFORMANCE METER REFER TO ELECTRICAL DRAWINGS
E-27	FIRE ALARM SYSTEM BELL AND STROBE WHERE REQUIRED BY LOCAL CODE ONLY. VERIFY FINAL LOCATION WITH LOCAL AUTHORITIES HAVING JURISDICTION
E-28	FIRE DEPARTMENT CONNECTION FIRE SUPPRESSION SYSTEM EXTERIOR CONNECTION WHERE REQD. BY LOCAL CODE ONLY. VERIFY FINAL LOCATION WITH LOCAL AUTHORITIES HAVING JURISDICTION
E-29	ROOF OVERFLOW DOWNSPOUT NOZZLE REFER TO PLUMBING DRAWINGS AND DESIGN INTENT ARCHITECTURAL SITE PLAN
E-30	SUNSHADE GLAZING SYSTEM MANUFACTURER'S STANDARD INTEGRAL SHADE ACCESSORY. REFER TO WALL SECTIONS. MATCH GLAZING SYSTEM FINISH. BASIS OF DESIGN IS KAWNEER VERSOLEIL SS WEDGE WITH ANGULAR FASCIA AND CIRCULAR BLADES
E-31	BOLLARD REFER TO ARCHITECTURAL SITE PLAN AND DRIVE-UP CANOPY PLAN

CHASE

CHASE RETAIL BANKING CENTER
CHASE MELODY LANE
FOR WATSON PARKWAY & NORTH MELODY LANE
[illegible]

ROUCH [illegible]

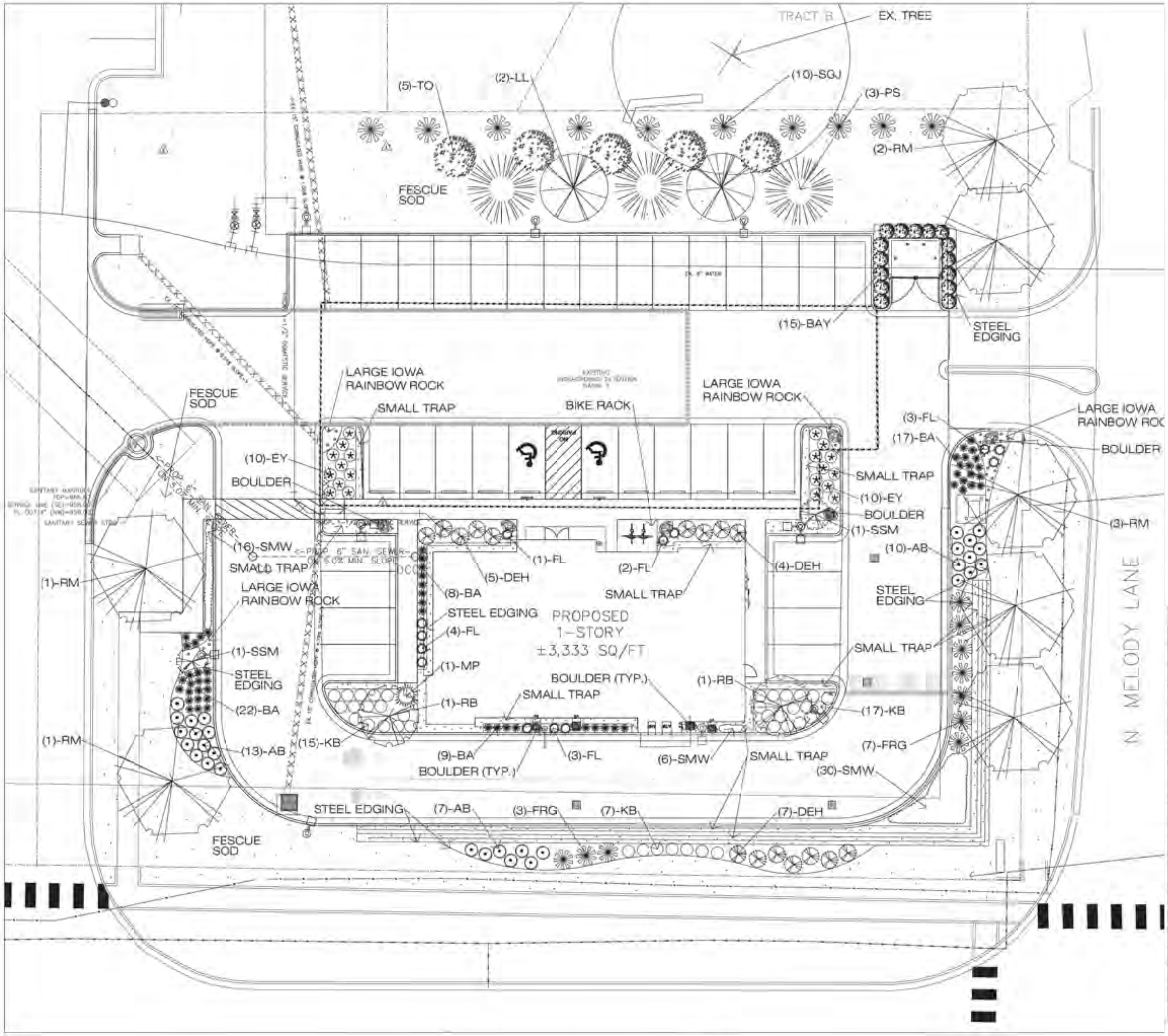
1445 ROSS AVE.
SUITE 5700
DALLAS, TEXAS 75202
214.997.6029

STATE OF MISSOURI
MARK A. ROUCH
NUMBER [illegible]
ARCHITECT

09/15/2023

REVISIONS

DATE ISSUED: SEPTEMBER 15, 2023
JOB #: 2023025
SHEET NAME: EXTERIOR ELEVATIONS
SHEET: A3.01



LANDSCAPE PLAN

(01) SCALE: 1" = 10'-0"

TRUE NORTH

CITY OF PARKVILLE

Zoning: B-4-P Planned Business District
Site: 45,302 s.f. or 1.04 ac.

MINIMUM LANDSCAPE REQUIREMENTS:

LANDSCAPE AREA:

OPEN SPACE 12%

Required	Provided
5,436 s.f.	16,890 s.f.

STREET TREES

1 Large tree for every 40 feet of lot frontage, averaged

Tom Watson Parkway - 243 l.f.

Required	Provided
6 Trees	1 Trees

Melody Lane - 190 l.f.

Required	Provided
5 Trees	5 Trees

PARKING LOT PLANTING

1 Large tree for every 25 parking spaces, or 1 Small or Ornamental tree for every 10 spaces @ 34 spaces

Required	Provided
3 Small trees	3 Small trees & 1 Large

1 Shrub for every 10 l.f. of perimeter landscape buffer, and continuous shrub massing for an perimeter within 25 ft. of a street or internal access street.

Tom Watson Parkway - 243 l.f.

Required	Provided
24 Shrubs	24 Shrubs (Continuous)

Melody Lane - 190 l.f.

Required	Provided
19 Shrubs	44 Shrubs (Continuous)

FOUNDATION PLANTING

Continuous shrub massing along 75% of all non-paved building frontages or any non-paved building facade facing a publicly accessible area.

Any facade greater than 200 l.f. and not fronting on a street or civic and open space shall have 1 large tree per 50 l.f., 1 small or evergreen tree per 50 l.f. and 1 shrub per 10 l.f.

EXISTING TREES:

No existing trees on site

WATERING METHOD:

Underground sprinkler system with an automated timer

PLANT MATERIAL LIST

KEY	QUANTITY	TREES DESCRIPTION	SIZE
LL	2	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN	3" CAL., MIN. 4' SPREAD, MIN. 10 FT. HT.
PS	3	PINUS STROBUS WHITE PINE	3" CAL., MIN. 4' SPREAD, MIN. 10 FT. HT.
RM	7	ACER TRUNCATUM 'PACIFIC SUNSET' PACIFIC SUNSET MAPLE	3" CAL., MIN. 4' SPREAD, MIN. 10 FT. HT.
KEY	QUANTITY	ORNAMENTAL TREES DESCRIPTION	SIZE
RB	2	CERCIS CANADENSIS 'OKLAHOMA' REDBUD	30 GAL., 8' HT., 3' SPREAD
TO	5	THUJA OCCIDENTALIS 'TECHY' TECHY ARBORVITAE	5 GAL., 24" HT.
KEY	QUANTITY	SHRUBS DESCRIPTION	SIZE
SGJ	10	JUNIPERUS 'SEA GREEN JUNIPER' SEA GREEN JUNIPER	5 GAL., MIN. 10" HT.
DEH	16	DISTYLIUM 'EMERALD HEIGHTS' EMERALD HEIGHTS DISTYLIUM	5 GAL., MIN. 20" HT.
SSM	2	SPIRAEA NIPPONICA 'SNOW MOUND' SNOWMOUND SPIREA	5 GAL., MIN. 20" HT.
AB	30	ABELIA 'KALEIDOSCOPE' 'KALEIDOSCOPE' ABELIA	5 GAL., MIN. 20" HT.
EY	20	TAXUS X MEDIA 'EVERLOW' EVERLOW YEW	3 GAL., MIN. 12" HT.
KB	39	BUXUS SINICA VAR. INSULARIS 'WINTERGREEN' KOREAN BOXWOOD	5 GAL., MIN. 12" HT.
MP	1	PINUS MUGO 'JAKOBSEN' MUGO PINE	5 GAL., MIN. 15" HT.
BAY	15	MYRICA PENSYLVANICA NORTHERN BAYBERRY	10 GAL., MIN. 36" HT.
FL	13	DIANELLA TASMANICA 'VARIEGATA' FLAX LILY	3 GAL., MIN. 15" HT.
SMW	52	ASCLEPIAS INCARNATA SWAMP MILKWEED	1 GAL., MIN. 8" HT., 24" O.C.
KEY	QUANTITY	ORNAMENTAL GRASSES DESCRIPTION	SIZE
BA	56	BOUTELOUA GRACILIS 'BLONDE AMBITION' BLONDE AMBITION BLUE GRAMA	3 GAL. FULL PLANT 24" O.C.
FRG	10	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS	3 GAL. FULL PLANT

SHEET NOTES

Remove all weeds and misc. debris on and around the retaining wall and fencing.

JCL
J. CAMILLE LA FOY

CHASE

CHASE RETAIL BANKING CENTER
CHASE MELODY LANE
TOM WATSON PARKWAY & NORTH MELODY LANE
PARKVILLE, MO 64152

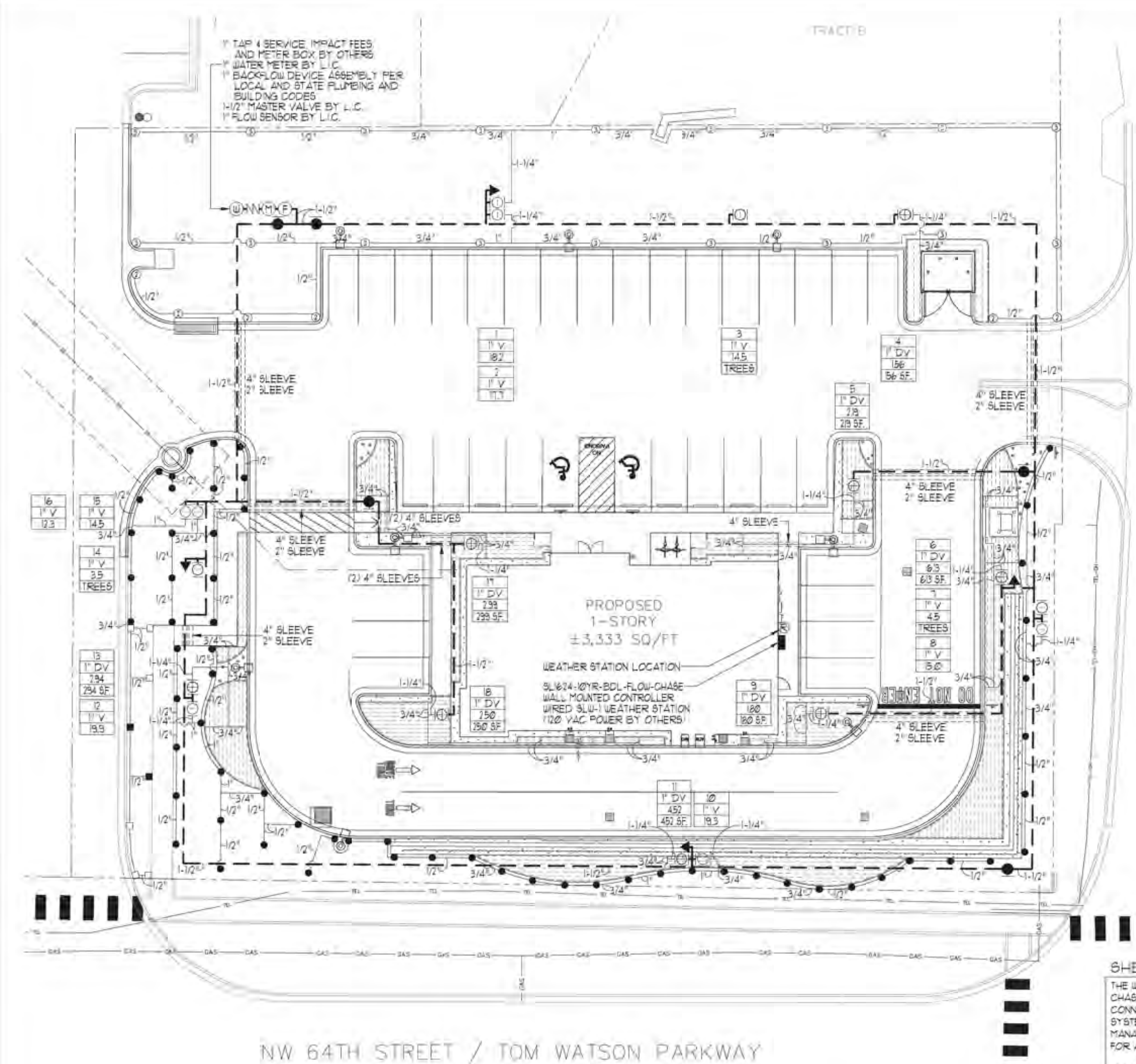
ROUCH

1445 ROSS AVE.
SUITE 5700
DALLAS, TEXAS 75202
214.997.6029

STATE OF MISSOURI
J. CAMILLE LA FOY
NUMBER PLA-2021030201
PROFESSIONAL LANDSCAPE ARCHITECT
09/15/2023

REVISIONS:

DATE ISSUED: SEPTEMBER 15, 2023
JOB #: 2023025
SHEET NAME: LANDSCAPE PLAN
SHEET: L1.01



01 LANDSCAPE IRRIGATION PLAN

SCALE: 1" = 10'-0"

TRUE NORTH

IRRIGATION LEGEND:

SYMBOL	DESCRIPTION	MANUFACTURER	MODEL NO.
	LAWN SPRAY HEAD	RAINBIRD (30 PSI)	[illegible]
	LAWN SPRAY HEAD	RAINBIRD (45 PSI)	[illegible]
	LAWN SPRAY HEAD	RAINBIRD (45 PSI)	[illegible]
	BUBBLER HEAD	RAINBIRD (30 PSI)	[illegible]
	LAWN SIDE STRIP HEAD	RAINBIRD (30 PSI)	[illegible]
	LAWN END STRIP HEAD	RAINBIRD (30 PSI)	[illegible]
	QUICK COUPLING VALVE	RAINBIRD	[illegible]
	REMOTE CONTROL VALVE	RAINBIRD	PEB SERIES WITH PRS-D PRESSURE REGULATOR, REFER TO PLAN FOR SIZE
	BALL VALVE	SPEARS	SPEARS COMPACT BALL VALVE, LINE SIZE (PRESSURE RATED TO 235 P.S.I.)
	GATE VALVE (3" AND SMALLER)	NIBCO	[illegible]
	CONTROLLER	WEATHERMATIC	SL SERIES BUNDLE WITH WIRED WEATHER STATION
	MAINLINE PIPING	REFER TO SPEC	[illegible] PVC
	LATERAL PIPING	REFER TO SPEC	[illegible] PVC
	REMOTE CONTROL DRIP VALVE	RAINBIRD	[illegible] REFER TO PLAN FOR SIZE
	DRIP HEADER PIPING	REFER TO SPEC	[illegible]
	PLANTING BED TECHLINE TUBING	RAINBIRD	[illegible]
	WATER METER	REFER TO SPEC	PER LOCAL BUILDING CODE
	BACKFLOW PREVENTER	TO BE DETERMINED	BACKFLOW DEVICE ASSEMBLY PER LOCAL AND STATE PLUMBING AND BUILDING CODES
	MASTER VALVE	RAINBIRD	[illegible] REFER TO PLAN FOR SIZE
	FLOW SENSOR	WEATHERMATIC	[illegible] REFER TO PLAN FOR SIZE
	STATION NUMBER VALVE SIZE GPM (APPROX.)		

FLOW CHART

MP ROTATOR LEGEND

SHEET NOTES:

THE WEATHERMATIC IRRIGATION CONTROLLER MEETS CHASE REQUIREMENTS AND WILL PROVIDE UNIQUE CONNECTION TO THE BANK BUILDING MONITORING SYSTEM, LONG-TERM COMMUNICATIONS, AND MANAGED SERVICES. CONTACT THE DISTRIBUTOR FOR ALL IRRIGATION EQUIPMENT ORDERING.

REQUIRED: AFTER INSTALLATION AND ONLINE SET UP OF THE SMARTLINK CONTROL SYSTEM USING THE PRODUCT INSTRUCTIONS INCLUDED, CONTACT WEATHERMATIC TO PROVIDE THE SITE NAME AND CONTROLLER NAME IN SMARTLINK FOR FINAL ACTIVATION.

EMAIL: JPMCsupport@weathermatic.com

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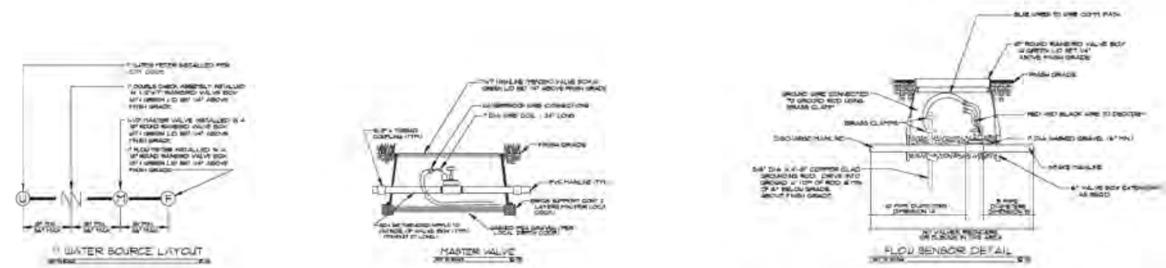
STATE OF MISSOURI
J. CAMILLE LA FOY
09/15/2023

REVISIONS

DATE ISSUED: SEPTEMBER 15, 2023
JOB #: 2023025
SHEET NAME: LANDSCAPE IRRIGATION PLAN
SHEET:
LI1.01

NOTES:

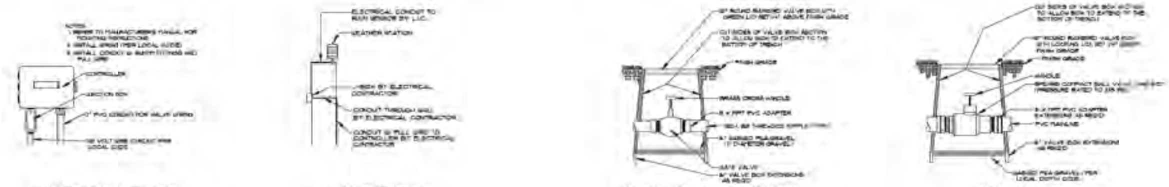
1. ALL 24 VOLT LEAD AND COMMON VALVE WIRING SHALL BE A MINIMUM OF UF-14 GA SINGLE CONDUCTOR. REFER TO MANUFACTURER'S RECOMMENDATIONS FOR PROPER WIRE SIZE. WIRE SPLICES SHALL BE KING ONE-STEP (TAN) OR 3M-DBY PERMANENT AND WATERPROOF PER THE SPECIFICATIONS.
2. COORDINATE INSTALLATION OF IRRIGATION SYSTEM WITH LANDSCAPE CONTRACTOR TO ENSURE ALL PLANT MATERIAL WILL BE WATERED IN ACCORDANCE WITH THE INTENT OF THE PLANS AND SPECIFICATIONS.
3. LATERAL PIPING SHALL HAVE A MINIMUM OF 12" OF COVER. MAINLINE AND PIPING UNDER PAVING SHALL HAVE A MINIMUM OF 18" OF COVER. USE WELD-ON #705 SOLVENT AND P-68 PRIMER FOR PVC CONNECTIONS PER THE SPECIFICATIONS.
4. PIPING AND VALVES IN PAVING SHOWN FOR CLARITY. INSTALL IN ADJACENT PLANTING BED OR LAWN AREA.
5. THIS PROJECT WILL NOT ALLOW ANY PVC PUSH FITTINGS, SOLVENT LESS PVC FITTINGS, FLEXIBLE PVC COUPLINGS, ETC.
6. CONNECT LAWN SPRAY HEADS TO LATERAL PIPING WITH 1/2" FLEXIBLE PVC AND 1/2" SCHEDULE 80 PVC FITTINGS AS REQUIRED, PER DETAIL SHOWN. USE WELD-ON #705 SOLVENT AND P-68 PRIMER ON THESE CONNECTIONS PER THE SPECIFICATIONS.
7. INSTALL QUICK COUPLING VALVES IN TWELVE BY SEVENTEEN (12"X17") INCH RAINBIRD VALVE BOX PER DETAIL SHOWN. CONNECT QUICK COUPLING VALVES TO MAINLINE PIPE WITH LASCO "UNITIZED" O-RING SWING JOINTS PER DETAIL SHOWN. #T22-212. SUPPLY OWNER WITH THREE (3) COUPLER KEYS WITH SWIVEL HOSE BIBB EACH, #33DK-10 AND #SH-0 RESPECTIVELY. VALVES TO BE INSTALLED SO THAT TOP OF QUICK COUPLER IS 2" BELOW BOTTOM OF VALVE BOX TOP. PURPLE LID READS "NON-POTABLE, NOT SAFE FOR DRINKING" IN ENGLISH AND SPANISH.
8. INSTALL REMOTE CONTROL VALVES IN TEN (10") INCH ROUND RAINBIRD VALVE BOXES PER DETAIL SHOWN.
9. INSTALL REMOTE CONTROL DRIP VALVES IN TWELVE BY SEVENTEEN (12"X17") INCH RAINBIRD VALVE BOXES PER DETAIL SHOWN.
10. INSTALL ALL WIRE SPLICES IN TEN (10") INCH ROUND RAINBIRD VALVE BOXES.
11. PERFORM ELECTRICAL WORK IN ACCORDANCE WITH LOCAL BUILDING CODE. PROVIDE POWER TO CONTROLLER PER NOTE ON PLAN.
12. SLEEVES SHALL BE CLASS 200 PVC, SIZED AS NOTED ON PLANS AND INSTALLED BY OTHER TRADES.
13. ROUTE COMMON WIRE FROM CONTROLLER TO REMOTE SENSORS IN SERIES PRIOR TO CONNECTING TO REMOTE CONTROL VALVES.
14. CONTRACTOR TO INSTALL AND ADJUST VAN SERIES NOZZLES FOR SITUATIONS THAT REQUIRE LESS THAN 90° DEGREE RADIUS SPRAY.
15. TEN DAYS PRIOR TO START OF CONSTRUCTION, VERIFY STATIC PRESSURE. IF STATIC PRESSURE IS LESS THAN 65.0 PSI, DO NOT START WORK UNTIL NOTIFIED TO PROCEED BY OWNER. DESIGN PRESSURE IS 56.0 PSI.
16. MINIMUM DISTANCE BETWEEN MAIN LINE AND LATERAL LINE FITTINGS (EXCEPT FOR REDUCER BUSHINGS) TO BE 18".
17. MINIMUM HORIZONTAL DISTANCE OF 36" TO BE MAINTAINED BETWEEN ANY VALVES THAT ARE INSTALLED SIDE BY SIDE.
18. WHERE SERVICE TEES ARE INSTALLED IN THE MAINLINE FOR INSTALLATION OF THE ELECTRIC VALVES AND/OR QUICK COUPLING VALVES CONTRACTOR TO LIMIT THE NUMBER OF THESE PER SERVICE TEE. DO NOT INSTALL MORE THAN A TOTAL OF EITHER THREE ELECTRIC VALVES OR A COMBINATION OF TWO ELECTRIC VALVES AND ONE QUICK COUPLER VALVE AT EACH TEE. THE MINIMUM DISTANCE BETWEEN FITTINGS TO BE 18" INCHES AS REFERENCED IN NOTE #16 AND #17.
19. LANDSCAPE IRRIGATION CONTRACTOR (L.I.C.) TO STAKE TREE BUBBLER HEAD OR DRIP RING LOCATIONS AND RECEIVE APPROVAL FROM OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
20. LANDSCAPE IRRIGATION CONTRACTOR (L.I.C.) TO STAKE DRIPLINE AND RECEIVE APPROVAL FROM OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
21. LANDSCAPE IRRIGATION CONTRACTOR (L.I.C.) TO USE XF DRIPLINE INSERT BARBED FITTINGS PER MANUFACTURER'S RECOMMENDATIONS.
22. ALL PLANTING BED DRIPLINE AND DISTRIBUTION TUBING TO BE INSTALLED AT FINISH GRADE AND BELOW MULCH LAYER. ALL DRIPLINE TO BE INSTALLED ON 1'-6" ROW SPACING UNLESS INSTRUCTED OTHERWISE. L.I.C. IS RESPONSIBLE TO VERIFY THE EXACT EMITTER FLOW, EMITTER SPACING, AND ROW SPACING WITH MANUFACTURER PRIOR TO INSTALLING TO PROVIDE PROPER PRECIPITATION RATE BASED ON PLANT MATERIAL AND SOIL TYPE. TUBING TO BE STAKED WITH RAINBIRD TDS-050 BGW WITH BEND GALVANIZED TIE DOWN STAKES. INSTALL STAKES AT 3'-0" ON CENTER ALONG LENGTH OF TUBING AND A MINIMUM OF 24" FROM ANY FITTINGS. CONTRACTOR TO PROVIDE AND INSTALL PVC HEADERS BELOW GRADE PER DETAILS.
23. AIR RELIEF VALVE TO BE RAINBIRD ARV-050 INSTALLED IN A SIX-INCH (6") ROUND RAINBIRD VALVE BOX WITH GREEN LID AND GRAVEL SUMP.
24. FLUSH VALVES TO BE 1/2" SPEARS BALL VALVE ON IPS FLEXIBLE PIPE AND 1/2" SCHEDULE 80 FITTINGS INSTALLED IN A SIX-INCH (6") ROUND RAINBIRD VALVE BOX WITH GREEN LID AND GRAVEL SUMP.
25. LANDSCAPE IRRIGATION CONTRACTOR (L.I.C.) TO INCLUDE THE FOLLOWING ALLOWANCES FOR PROVIDING AND INSTALLING AIR RELIEF VALVES AND FLUSH VALVES FOR THE DRIP SYSTEM. EXACT QUANTITY AND LOCATION OF THESE DEVICES WILL BE DETERMINED AT THE TIME OF INSTALLATION. IN GENERAL, ALL AIR RELIEF VALVES WILL BE INSTALLED AT THE HIGH POINTS AND FLUSH VALVES WILL BE INSTALLED AT THE LOW POINTS. ALLOW FOR APPROXIMATELY (2) TWO AIR RELIEF VALVES AND APPROXIMATELY (2) TWO FLUSH VALVES PER DRIP ZONE FOR THIS PROJECT.
26. LANDSCAPE IRRIGATION CONTRACTOR (L.I.C.) TO PROVIDE ONE 12" POP-UP HUNTER "ECO INDICATOR" (DRIP LINE OPERATION INDICATOR) FOR EACH DRIP ZONE TO VERIFY ZONE IS OPERATING.
27. WALL MOUNT THE CONTROLLER AND CELLULAR AIRCARD AT THE APPROXIMATE LOCATION SHOWN ON EXTERIOR OF BUILDING AND ACCORDING TO CHASE BANK STANDARDS. COORDINATE ELECTRICAL POWER WITH THE OWNER'S REPRESENTATIVE. CARE SHOULD BE TAKEN TO INSTALL THE IRRIGATION CONTROLLER IN A LOCATION THAT IS ACCESSIBLE FOR MAINTENANCE, AND SCREENED FROM THE VIEW EITHER BEHIND ENTRY WALLS, NEXT TO BUILDINGS, OR BEHIND PLANT MATERIAL. FINAL LOCATION TO BE APPROVED BY OWNER'S REPRESENTATIVE.



WATER SOURCE LAYOUT

MASTER VALVE

FLOW SENSOR DETAIL



WALLMOUNT CONTROLLER

WEATHER STATION

GATE VALVE - 3" AND SMALLER

BALL VALVE

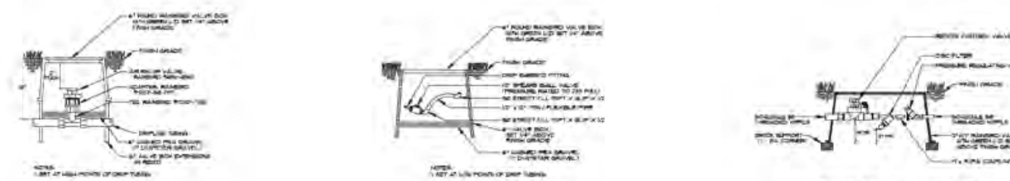
QUICK COUPLING VALVE W/ BALL VALVE

REMOTE CONTROL VALVE

LAWN SPRAY HEAD

MAINLINE, LATERAL AND WIRING

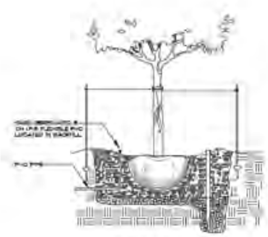
TRENCHING DETAIL



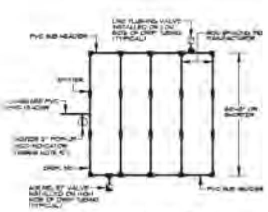
AIR RELIEF VALVE

LINE FLUSHING VALVE

REMOTE CONTROL DRIP ZONE KIT



BUBBLER HEAD



TYPICAL DRIPLINE LAYOUT

SHEET NOTES:

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ROUCH

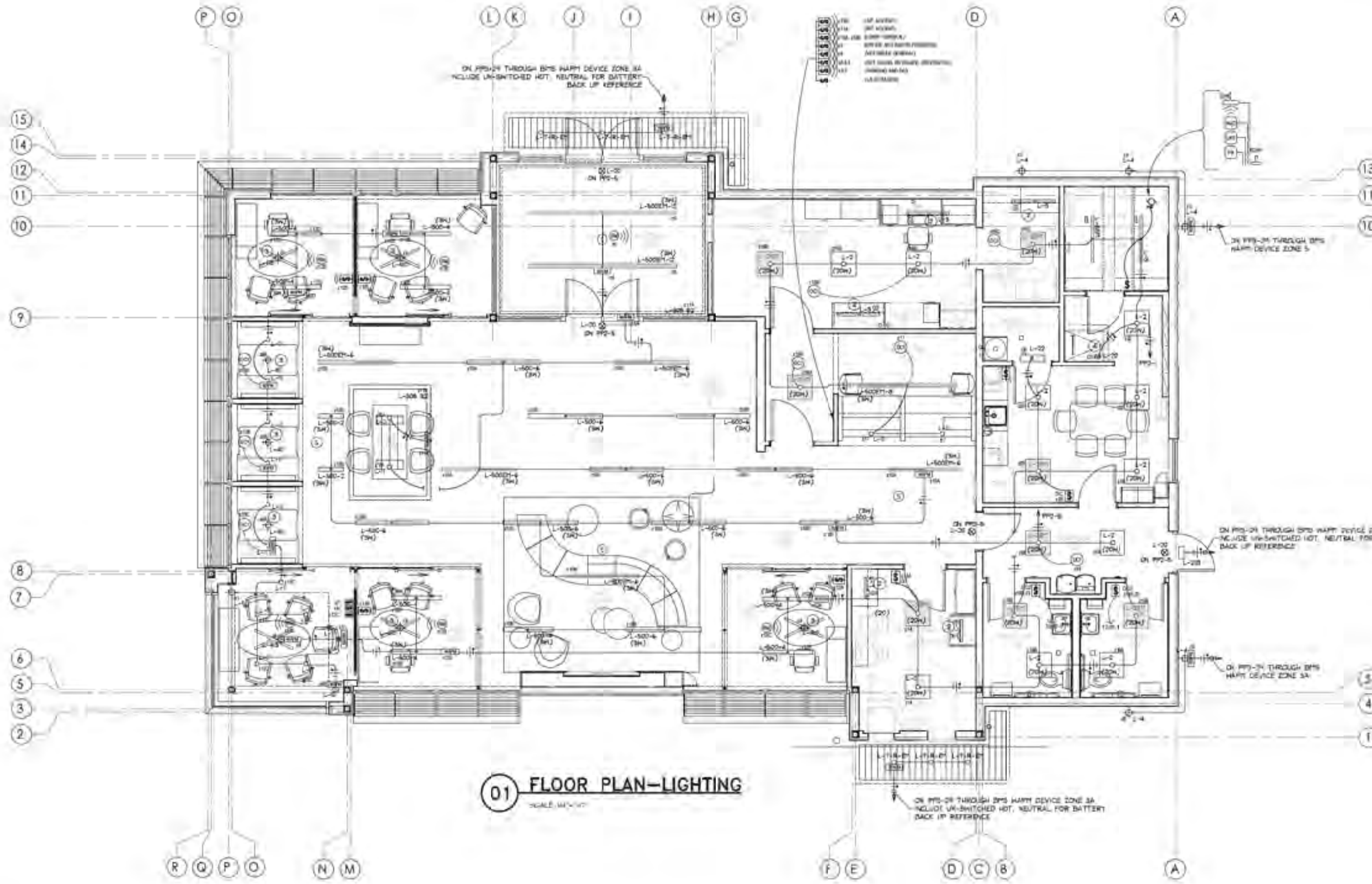
3448 ROSS AVE.
SUITE 5700
DALLAS, TEXAS 75202
214.997.6029

STATE OF MISSOURI
J. CAMILLE LA FOY
09/15/2023

REVISIONS

DATE ISSUED: SEPTEMBER 15, 2023
JOB #: 2023025
SHEET NAME: LANDSCAPE IRRIGATION PLAN
SHEET: LI1.03

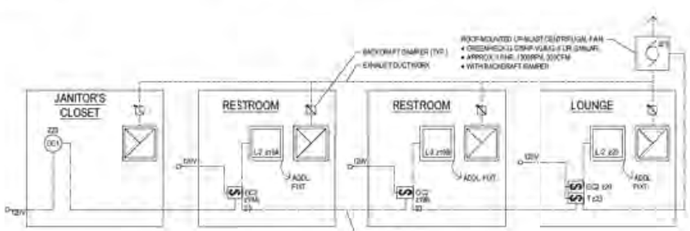
BMS SYMBOLS



01 FLOOR PLAN–LIGHTING

NOTES BY SYMBOL:

1. PROPOSED LOCATION FOR LOBBY LIGHTING SWITCH BANK. VERIFY DESIRED LOCATION WITH ARCHITECTURAL ELEVATIONS PRIOR TO INSTALLATION.
2. CONNECT HOT NEUTRAL GROUND FROM NEAREST 120 VOLT RECEPTACLE CIRCUIT. CONDUIT AND WIRE SHALL BE CONCEALED WITHIN WALL.
3. DECORATIVE PENDANT ON DAINTREE ZONE 1. CONNECT TO CIRCUIT PP3-7 THROUGH DAINTREE BMS "WAPM" DEVICE.
4. 2' STRIP LIGHT "L-22" WITH MOTION SENSOR, PROVIDE SECURITY CAGE & INSTALLED VERTICALLY.



02 EXHAUST FAN WIRING DETAIL

NOTE:
THE CONTRACTOR SHALL COORDINATE AND VERIFY THE PRECISE LOCATION AND MOUNTING HEIGHT OF ALL RECEPTACLES, DATA DROPS, SWITCHES AND OTHER ELECTRICAL DEVICES WITH ARCHITECT PRIOR TO ROUGH IN.

MEP DRAWINGS ARE DIAGRAMMATIC AND SHALL NOT BE USED FOR SCALING

R Squared Consulting Engineers, Inc.

CHASE

CHASE RETAIL BANKING CENTER

ROUCH ARCHITECTS

1445 ROSS AVE.
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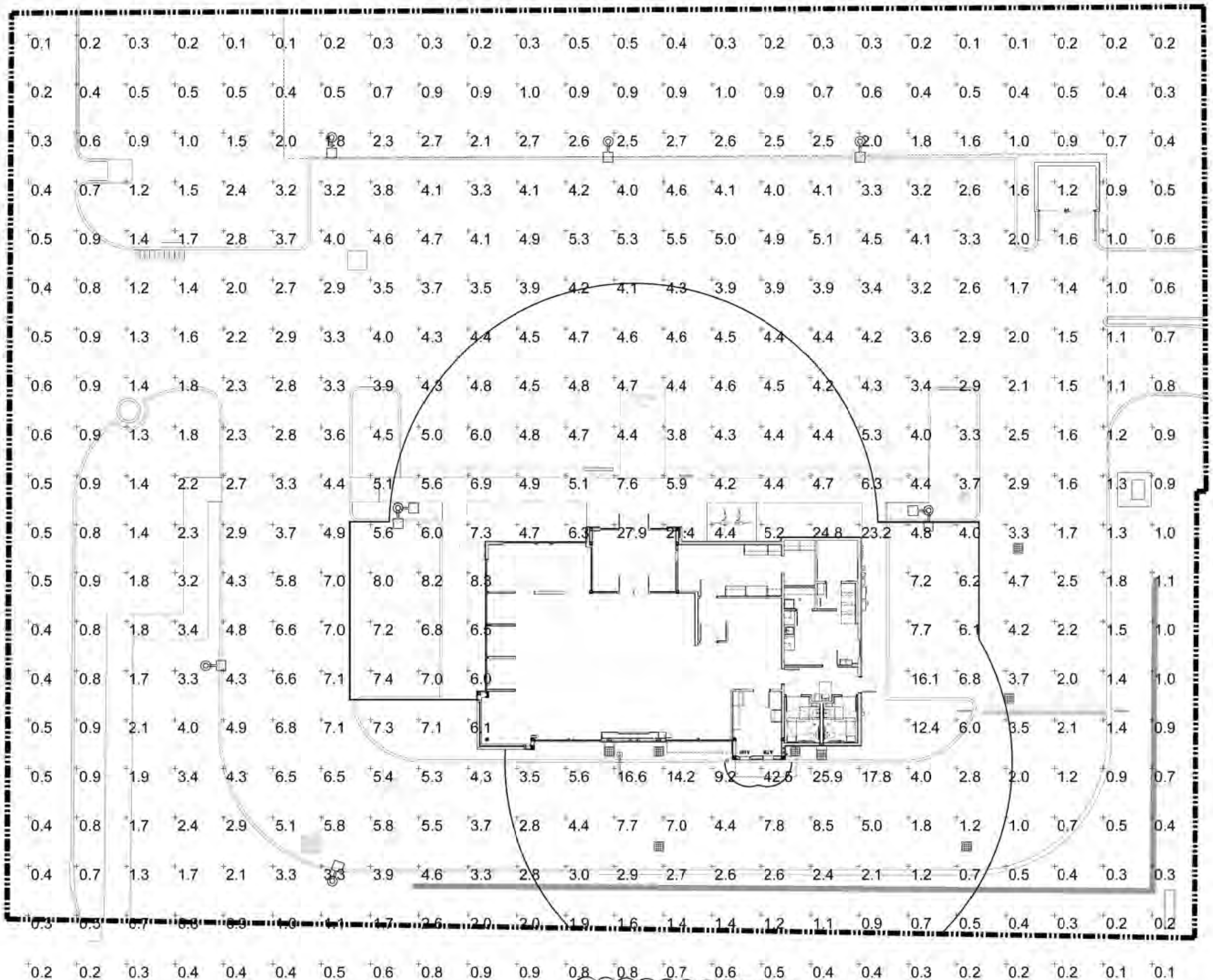
DALLAS, TEXAS 75202
214.997.6029

REVISIONS

DATE ISSUED: SEPTEMBER 15, 2023
JOB #: 2023005
SHEET NAME: LIGHTING PLAN
SHEET: E2.01



01 PHOTOMETRIC PLAN

MEP DRAWINGS ARE DIAGRAMMATIC AND SHALL NOT BE USED FOR SCALING

CHASE

CHASE RETAIL BANKING CENTER

ROUCH architects

1445 ROSS AVE
SUITE 5700
DALLAS, TEXAS 75202
214.997.6029

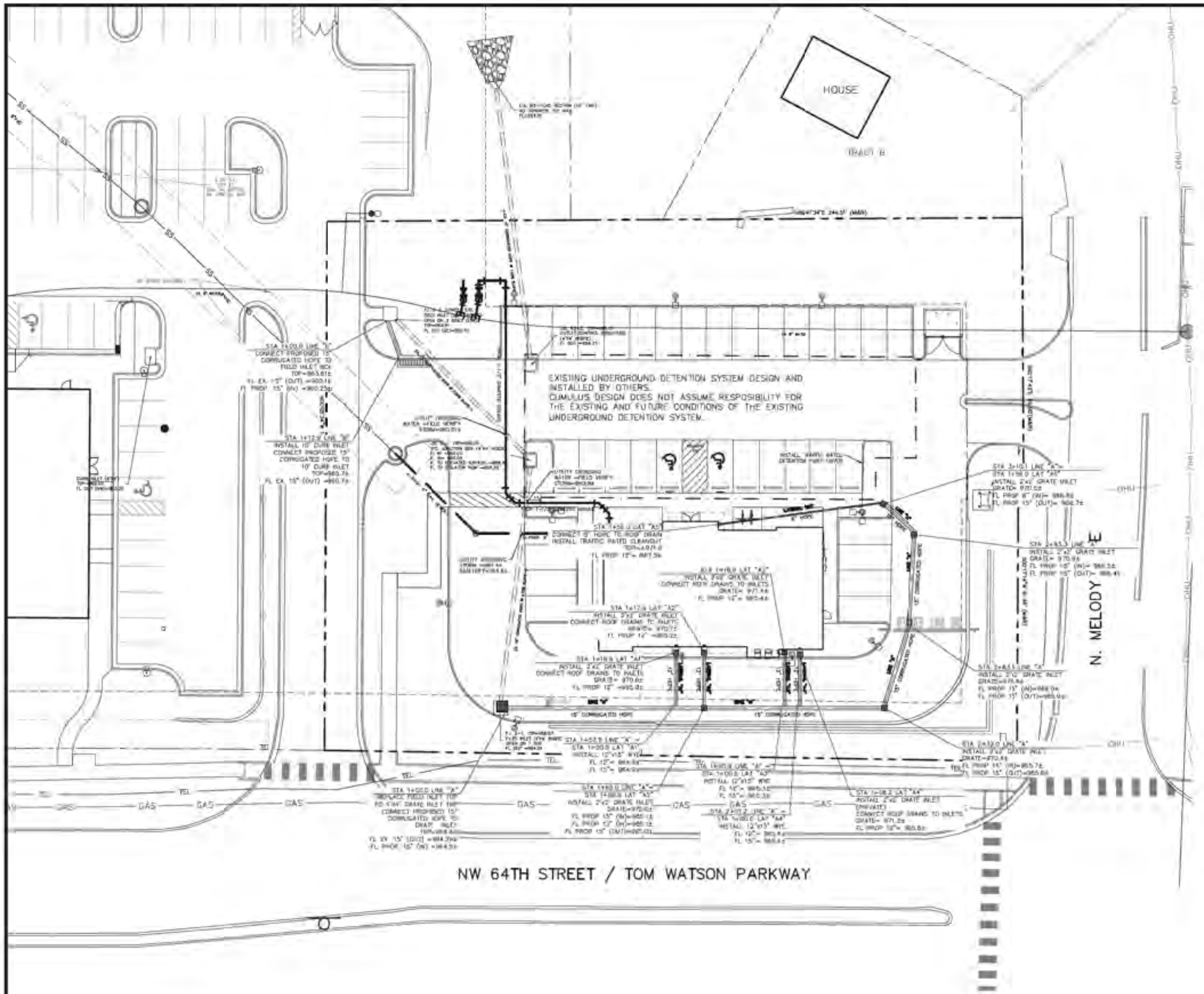
REVISIONS

DATE ISSUED: SEPTEMBER 15, 2023

JOB #: 2023025

SHEET NAME: PHOTOMETRIC PLAN

SHEET: E2.02



LEGEND:

- EXISTING CURB
- PROPOSED CURB
- PROPOSED STORM PIPE
- EXISTING STORM PIPE
- PROPOSED WASTEWATER PIPE
- EXISTING WASTEWATER PIPE
- PROPOSED WATER PIPE

0 20 40
DRAWING SCALE
1"=20'

GENERAL NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY'S STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS EXCEPT AS NOTED HEREIN OR APPROVED BY THE CITY.
2. ALL STORM SEWER PIPE 15" AND SMALLER SHALL BE SDR-35 PVC, ADS N-12 DRAINAGE PIPE OR APPROVED EQUAL. ALL STORM SEWER PIPE 18" AND LARGER SHALL BE IN CLASS III RCP OR AS INDICATED ON THE PLAN.
3. ALL DRAINAGE STRUCTURES SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
4. ALL PRECAST BOX CULVERTS, DRAINAGE STRUCTURES AND RCP WILL REQUIRE A CERTIFICATION FROM THE MANUFACTURER THAT THE PRODUCT MEETS THE DESIGN REQUIREMENTS AND 28 DAY COMPRESSIVE STRENGTH.
5. CONTRACTOR SHALL HAVE A TRENCH SAFETY PLAN AND A TRAFFIC CONTROL PLAN (IF REQUIRED) AT THE TIME OF PRE-CONSTRUCTION MEETING.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY STANDARDS, TEXAS STATE LAW, AND O.S.H.A. STANDARDS FOR ALL EXCAVATION.
7. CONSTRUCTION SHALL BEGIN AT DOWNSTREAM END OF PROJECT AND CONTINUE UPSTREAM WITH PIPE GROOVES FACING UPSTREAM.
8. CONTRACTOR SHALL PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT.
9. THE LOCATION OF ALL UTILITIES INDICATED ON THESE PLANS ARE TAKING FROM EXISTING PUBLIC RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.
10. SEE WATER AND SANITARY SEWER PLAN FOR ADDITIONAL INFORMATION RELATED TO OTHER UTILITY CONSTRUCTION.
11. ALL TRENCH BACKFILL FOR PUBLIC STORM SEWER SHALL BE COMPACTED AS REQUIRED BY THE CITY.
12. REFERENCE LANDSCAPE AND ARCHITECTURAL PLANS FOR ADDITIONAL STORM DRAINAGE INCLUDING GRATES AREA.

!!! CAUTION !!!
UNDERGROUND UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION SUPPLIED BY VARIOUS PARTIES. THE ENGINEER DOES NOT ASSUME THE RESPONSIBILITY FOR THE UTILITY LOCATIONS SHOWN. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR(S) TO VERIFY THE HORIZONTALLY AND VERTICALLY LOCATION OF ALL UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED AND NOTIFY THE ENGINEER OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE BY THE CONTRACTOR TO UTILITIES SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

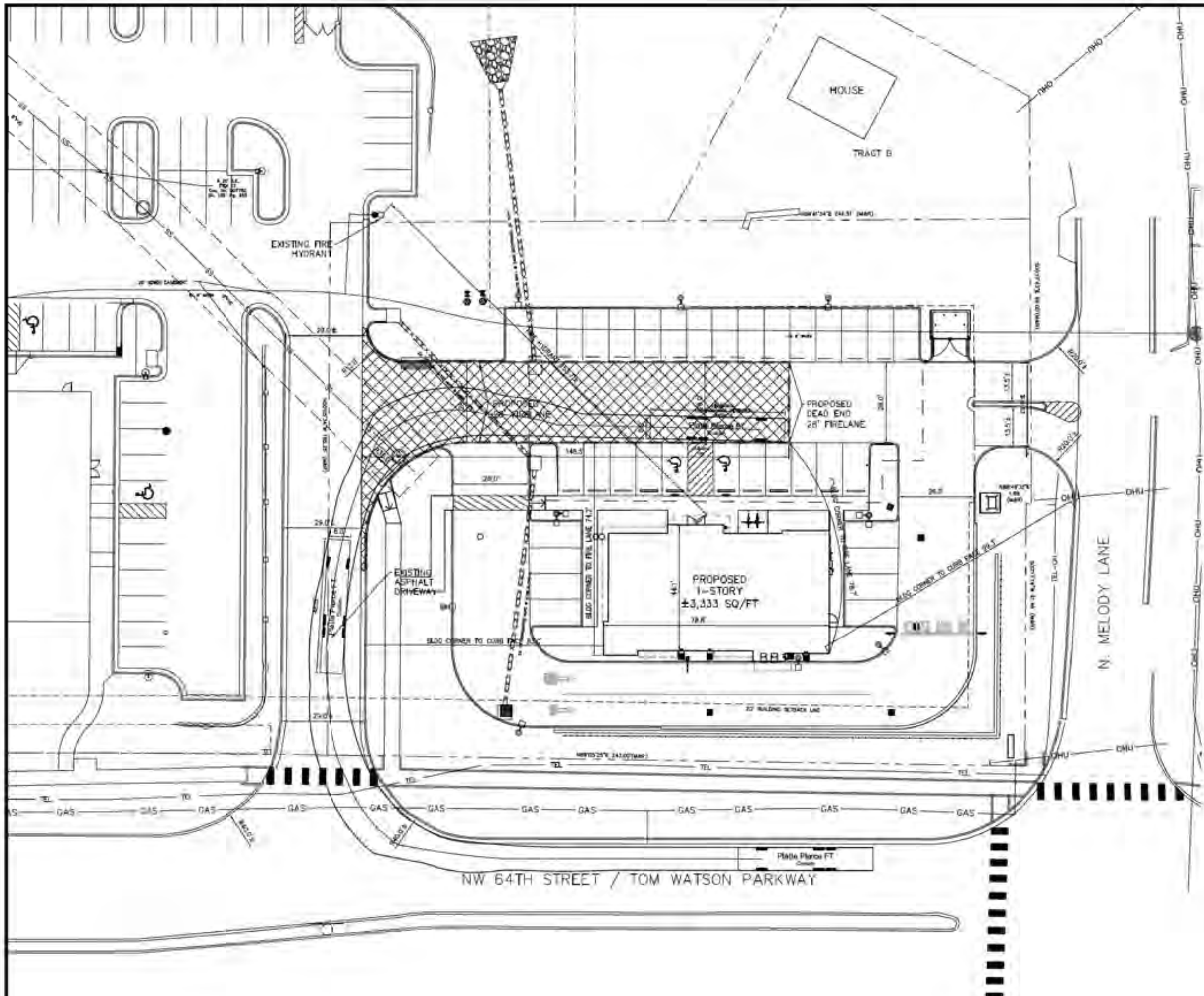
CALL: MO ONE CALL @ 1-800-DIG-RITE (344-7483) AT LEAST 72 HRS PRIOR TO CONSTRUCTION.

Cumulus Design
Firm # 801675898
2080 N. Highway 360, Suite 240
Grand Prairie, Texas 75050
Tel. 214.235.0367

STORM PLAN
CHASE BANK – 6408 NW MELODY LN
PARKVILLE, MO 64152
PLATTE COUNTY

CHASE

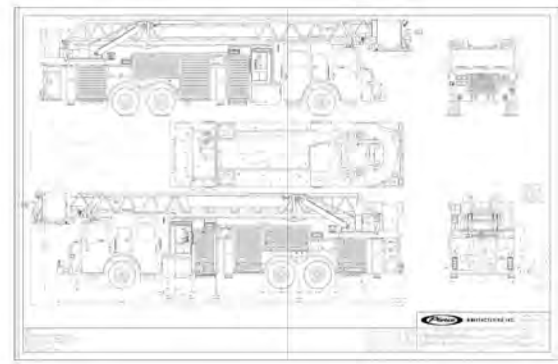
PLOT DATE	11/02/23
DRAWING SCALE	1" = 20'
PROJECT NUMBER	CDC23019
SHEET NUMBER	C9.01



LEGEND
- EXISTING CURB
- PROPOSED CURB
- 6" 3500 PSI REINFORCED CONCRETE PAVEMENT ON A LIME TREATED SUBGRADE. (REFERENCE GEOTECHNICAL REPORT)

N

0 20 40
DRAWING SCALE
1"=20'



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2080 N. Highway 360, Suite 240
Grand Prairie, Texas 75050
Tel. 214.235.0367

1/3/24

FIRE PLAN
CHASE BANK – 6408 NW MELODY LN
PARKVILLE, MO 64152
PLATTE COUNTY

CHASE

PLOT DATE	01/03/24
DRAWING SCALE	1" = 20'
PROJECT NUMBER	CDC23019
SHEET NUMBER	C3.02

olsson

February 20, 2020

City of Parkville, Missouri
Alysen Abel
8880 Clark Avenue
Parkville, MO 64152

Dear Ms. Abel:

This letter is being sent to the city in accordance with the inspection requirement as outlined in the inspection manual for detention basin – IBC section 1704.13. The basins that serve the Apex Plaza development have been constructed and reviewed for compliance to the design plans as outlined in the permit drawings. Upon inspection, it has been determined that the basins were constructed in substantial compliance with the approved drawings.

If you have any further questions or comments, please let us know.

Sincerely,

Nicholas D. Heiser, PE
Olsson Project Engineer

1301 Burlington Street / Suite 100 / North Kansas City, MO 64116
O 816.361.1177 / olsson.com

EXISTING UNDERGROUND DETENTION SYSTEM DESIGN AND INSTALLED BY OTHERS.
CUMULUS DESIGN DOES NOT ASSUME RESPOSIBILITY FOR THE EXISTING AND FUTURE CONDITIONS OF THE EXISTING UNDERGROUND DETENTION SYSTEM.

Cumulus Design
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2080 N. Highway 360, Suite 240
Grand Prairie, Texas 75050
Tel. 214.235.0367

ADS DETENTION DETAILS
CHASE BANK – 6408 NW MELODY LN
PARKVILLE, MO 64152
PLATTE COUNTY

CHASE

PLOT DATE: 11/02/23
DRAWING SCALE: 1" = 20'
PROJECT NUMBER: CDC23019
SHEET NUMBER: C16.03

Parkville Missouri

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

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

Application for Preliminary Development Plan

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

1. Applicant/Contact Information

Applicant(s)

Name: Carlos Iglesias
Company: Cumulus Design
Address 2080 North Hightway 360 Suite 240
City, State Grand Prairie, Texas
Phone: (214) 235-0367 Fax:
E-mail Carlos@cumulusdesign.net

Owner(s), if different from applicant

Name: Dan Carr
Company: CBC Parkville 4, LLC
Address: 4706 Broadway, Suite 240
City, State: Kansas City, MO 64112
Phone: (818) 285-9553 Fax: (816) 285-2859
E-mail: dcarr@usfpco.com

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

Name: Matthew Cragun
Company: Cumulus Design
Address 2080 North Hightway 360 Suite 240
City, State Grand Prairie, Texas
Phone: (214) 235-0367 Fax:
E-mail matt@cumulusdesign.net

Contact Person, if different from applicant

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

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

Applicant's Signature (Required) Carlos Iglesias Date: 11/2/2023

Property Owner's Signature (Required) Daniel Carr Date: 1/4/2024

2. Property Information

Property address and general location: 6408 NW Melody Lane
Legal description (may be attached): APEX Plaza Replat, Lot #4
Description of proposed use(s): Financial center

Zoning district: B-4-P "Planned Business District
Lot coverage: 0.07
Gross acreage of lot: 1.04
Density/Intensity:
Open space acreage: 0.38
Net acreage of lot: 1.04
Proposed block and lot pattern: N/A
Building types/scale: Single Story

3. Factors affecting the project

Are any public improvements required for this project? N/A

Explain (may be attached):

N/A

4. Public Realm

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

Functions of proposed new roadways: N/A

Proposed surface material: N/A Maximum grade: N/A

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

N/A

Are area streets and utilities sufficient to serve the property once developed? N/A
(Note: a traffic study may be required in order to adequately address this question)

Explain: N/A

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

Attach a narrative addressing:

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

5. Checklist of required submittals

- [x] Completed application, including site plans with all required details and supporting data.
- [x] Nonrefundable application fee of $500.00.
- [x] Five (5) copies 24" x 36" size, or larger sets, and one (1) electronic set (PDF format) of the site plan and elevations for staff and service providers to review.
- [x] Authorization signature of the applicant and owner of record of the property.
- [ ] If subject to covenants and/or deed restrictions, signed approval of the association/entity enforcing such.

For City Use Only

Application accepted as complete by: ______________________ Name/Title ______________ Date

Application Fee (25.0000): $ _________ By: ☐ Check # _________ ☐ MO# ______
Date Paid: ______________ ☐ Credit Card _______ ☐ Cash ______
Payment by: ______________________ Received by: ______________________
Final reimbursable costs paid (if applicable). Date of Action:

Planning Commission Action: ☐ Approved ☐ Approved with Conditions ☐ Denied Date of Action: ______________
Conditions if any: ____

Board of Aldermen Action: ☐ Approved ☐ Approved with Conditions ☐ Denied Date of Action: ______________
Conditions if any: ____

6. Preliminary Development Plan checklist for staff review

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

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

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

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

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

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

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

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

Staff Analysis

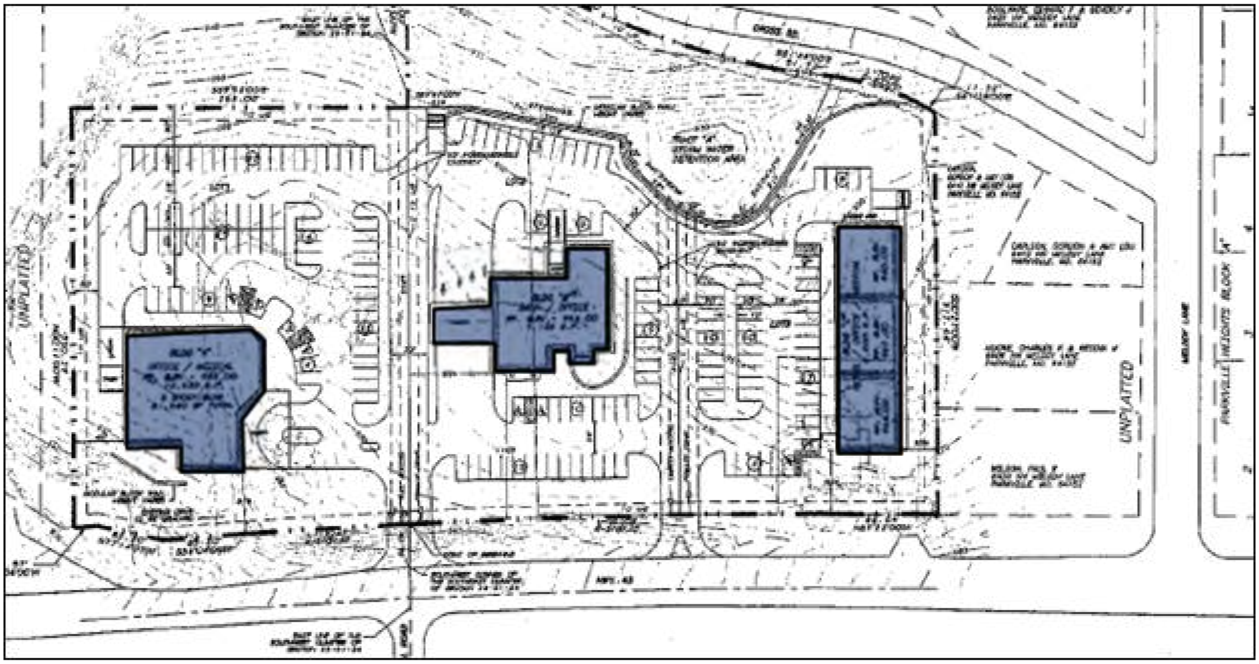
Agenda Item:	5.A
Proposal:	Application for Preliminary Development Plan for Chase Bank, a financial institution on Lot 4 of APEX Plaza, generally located at the northwest corner of Highway 45 and Melody Lane in Parkville, MO 64152.
Staff Recommendation:	Approval (with conditions)
Case No:	PZ 2023-36
Applicant:	Carlos Iglesias, Cumulus Design
Owners:	Daniel Carr, CBC Parkville 4, LLC
Location:	9000 NW Highway 45, Generally at the northwest corner of 45 Hwy and Melody Ln.
Zoning:	“B-4-P” Planned Business District
Parcel #s:	Platte County parcel no. 20-6.0-23-400-005-002.000
Exhibits:	A. This Staff Analysis B. Application for Preliminary Development Plan C. Subject Property Area Map D. Preliminary Development Plans for Chase Bank (prepared by Cumulus Design; dated November 2, 2023) E. Application Narrative (Submitted by Applicant) F. Additional exhibits as may be presented during the meting
By Reference:	A. Parkville Municipal Code, Title IV – Development Code in its entirety (https://www.ecode360.com/PA3395-DIV-05) 1. Chapter 404 Subdivision Regulations 2. Section 405.010 Zoning Districts Established 3. Section 405.020 Districts & Uses 4. Section 405.030 Standards Applicable to All Districts 5. Appendix B. Great Trees for the Kansas City Region B. Parkville Master Plan (http://parkvillemo.gov/government/city-plans-studies/master-plan/) C. Highway 45 Corridor Plan (http://parkvillemo.gov/download/Highway45CorridorPlan.pdf)

Overview
The application proposes a preliminary development plan for Lot 4 of APEX Plaza to construct Chase Bank, a service, general (bank) use located at the northwest corner of the intersection of 45 Hwy and Melody Ln. Approval of the preliminary development plan will effectively amend the existing approved preliminary development plan (2017) for APEX Plaza which includes Lot 4. The proposed one-story, drive-through bank is 3,333+/- sq. ft. The project area is approximately 1.05 acres (more or less), is addressed as 9000 NW Highway 45, and resides within Platte County parcel no. 20-6.0-23-400-005-002.000.

Exhibit C: Subject Property Area Map

Background

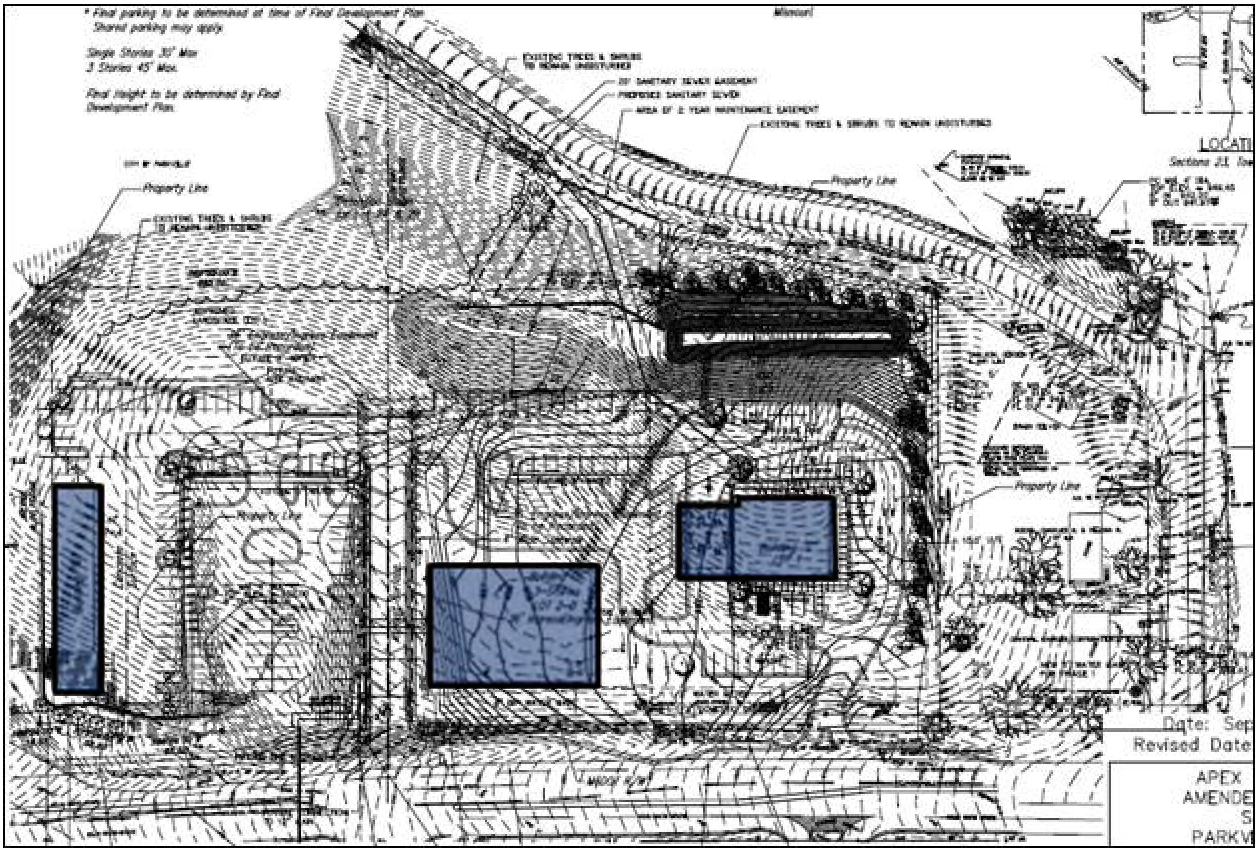
On April 10, 2003, the City of Parkville approved Ordinance No. 2062, the rezoning of property within APEX Plaza from “R-1” Single-Family Residential District to “B-4” Planned Business District, in conjunction with a preliminary development plan. The plan proposed three buildings — a 10,000+ sq. ft., 3-story office/medical building, 7,000+ sq. ft. bank/office, and a retail/office/medial multi-tenant building abutting residential properties along the eastern portion of the site (see building footprints highlighted in navy below). The validity of this approval was challenged by a lawsuit; however, in 2005 the court upheld the City’s approval of the rezoning.



APEX PLAZA Preliminary Development Plan (dated January 8, 2003)

On August 6, 2005, the Board of Aldermen approved revised plans to accommodate a bank on the east 1/3 of the property, replacing a previously-approved retail/office/medical multi-tenant building, reducing the total sq. ft., density and further separating the building from abutting residential properties to the east. And on July 18, 2006, the Board of Aldermen approved a preliminary and final plat for the approved preliminary development plan for utilities, road improvements, proposed building layouts in order to proceed with final plans.

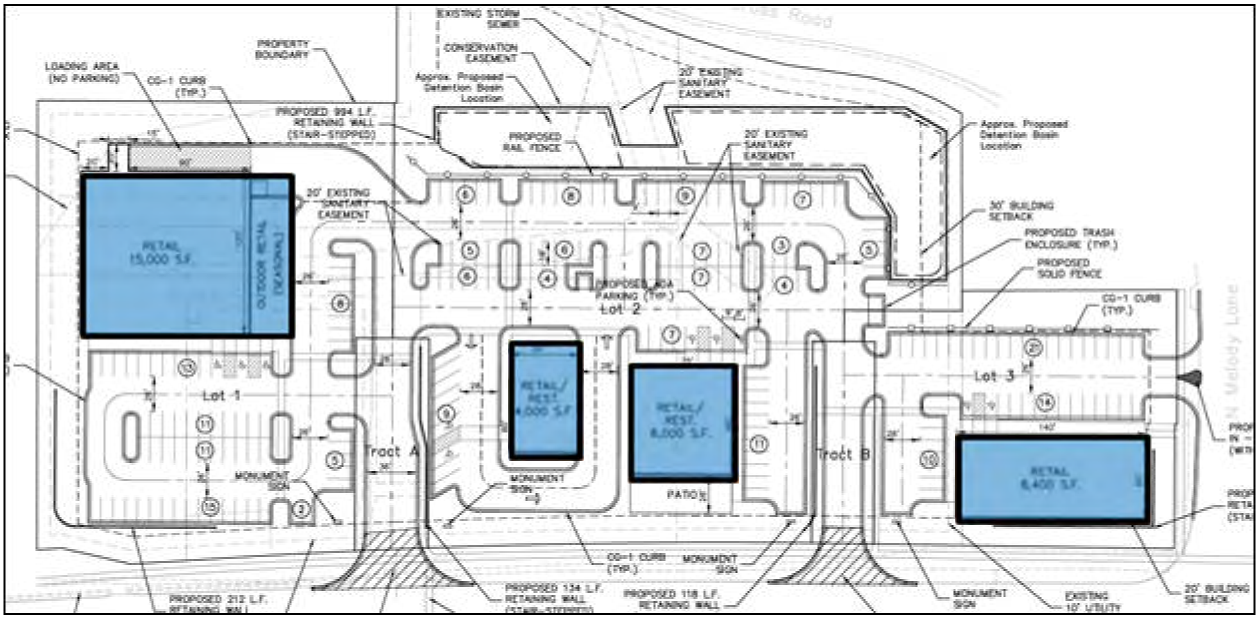
On November 17, 2009, the Board of Aldermen approved yet another revised preliminary development plan for APEX Plaza, along with a final development plan for Christian Brothers Automotive. This revision reconfigured the western half of the development to accommodate the automotive service/repair station (see building footprints highlighted in navy below).



APEX Development Amended Preliminary Site Plan (dated November 5, 2009)

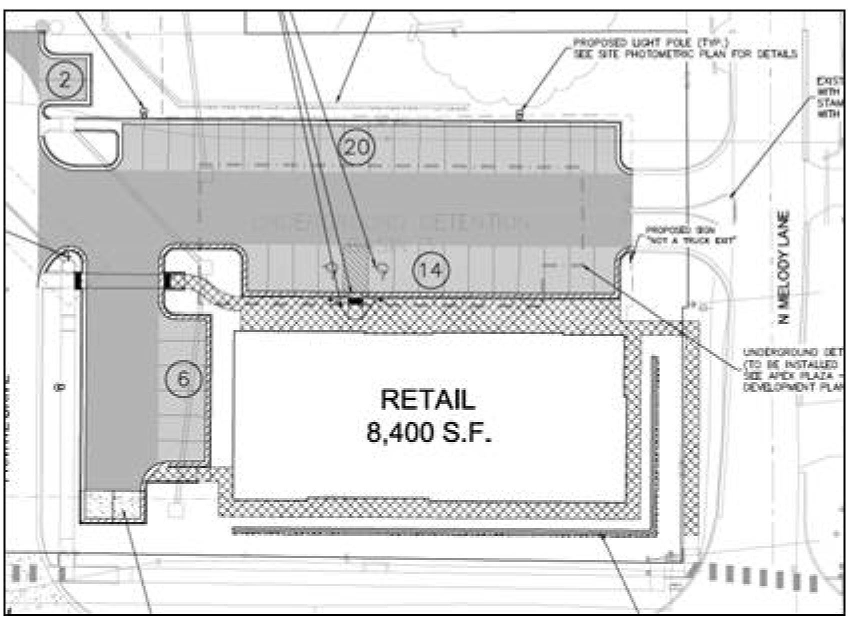
From 2003 to 2009 the preliminary development plan for APEX Plaza was revised four separate times, but the applicants never proceeded past a final development plan to permits for construction.

On June 6, 2017 the Board of Aldermen approved a new preliminary development plan on the subject property for CBC Real Estate APEX Plaza, re-platting the subject property to accommodate 4 buildings for retail use (15,000 sq. ft., 8,400 sq. ft., 6,000 sq. ft., and 4,000 sq. ft.). The development includes internal circulation, 211 parking spaces, and 3 points of access is indicated at the existing traffic signal at the intersection of Hwy 45 (i.e., NW 64th St. / Tom Watson Pkwy) and Bell Rd., right-in, right-out access off Hwy 45 about 300 ft. to the east of the Bell Rd. intersection, and right-in, right-out access off of NW Melody Ln. (see plans below).



CBC Real Estate APEX Plaza Preliminary Development Plan (dated March 31, 2017)

Final development plans have been submitted and approved for Lot 1 (Westlake ACE Hardware), Lot 2 (Whataburger) and Lot 3 (Verizon, Domino's, Roosters Men's Grooming Center). A final development plan for Lot 4 was approved by the Planning and Zoning Commission on April 10, 2018; and contains an 8,400 commercial strip building for retail tenants.



Excerpt from Sheet 4 (Site Plan), APEX Plaza – Lot 4 Final Development Plan

Architectural elevations of retail building on APEX Plaza – Lot 4

While the final development plan for Lot 4 was approved over four years ago, to-date no permits for construction have been issued and the property remains vacant. The applicant seeks to amend the preliminary development plan to modify the allowed uses on Lot 4 from retail uses to a service, general (bank) use and present site plans for a Chase Bank to be constructed on the property.

Review and Analysis
The table below provides a comparison of the preliminary development plan approved for Lot 4 in 2017 and the proposed preliminary development plan in this application.

	2017 Approved Plan	2024 Proposal
Use	Retail	Service, General (Bank)
Building Area	8,400 sq. ft.	3,333+/- sq. ft.
Parking Stalls	42 (required 42)	35 (required 10)

The purpose of a preliminary development plan is to allow preliminary review of a proposed planned development before substantial technical work has been undertaken. Additions to previously approved preliminary development plans may be considered an amendment to that plan and do not require a minimum size. Parkville Municipal Code, Section 403.040, Subsection C. provides criteria for how the Planning and Zoning Commission shall determine if a preliminary development plan is appropriate. The following are staff's findings and conclusions for the preliminary development plan (Case No. PZ 2023-36).

1. **The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the Master Plan, and based upon generally accepted planning and design practice.**
   In this case, proposed master planned development is not intending to avoid strict application of the applicable base zoning district standards; rather, the majority of the site is already zoned "B-4-P" Planned Business District via Ordinance No. 2062 (effective April 10, 2003). The preliminary development plan accomplishes the goals of the Parkville Master Plan and achieves many of the subdivision regulations and standards of Chapter 404 and site and landscape design standards of Chapter 407 (see below for more detail).
2. **The benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, and in particular of the areas immediately near or within the proposed project, and are not strictly to benefit the applicant or a single project.**

The preliminary development plan is not intending to provide flexibility from the standards/regulations of the applicable zoning district ("B-4-P" Planned Business District); rather, the majority of the site is already zoned this district via Ordinance No. 2062 (effective April 10, 2003). Section 405.010 of the Development Code, specifically Table 405-1, finds this zoning district applicable to the Mixed Use/Support Commercial future land use projection, and the applicant seeks to present a new preliminary development plan for the subject property area. One advantage to having a master planned development for Lot 4 is that public health, safety and welfare can be addressed through the site planning process; specifically in this instance balancing service use with the immediate and nearby residential properties to the north and east through appropriate setbacks and buffering.

3. **The benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and the standards proposed to be modified when applied to the specific project or site.**
   Flexibility is requested from two development standards. The first is the applicant is proposing to exceed the parking maximum. Table 408-5 provides required parking counts for development, noting 3 spaces required per 1,000 sq. ft. of building area. A 3,333 sq. ft. building would require 10 parking spaces. The applicant has provided 35 parking spaces which is greater than the allowed parking maximum of 12. Staff finds this appropriate is it is maintaining the original APEX Plaza plan while also reducing the degree of non-conformance (42 parking stalls in the 2017 plan compared to 35 parking stalls in the proposed plan).
   The second development standard the applicant has requested flexibility from is the street tree requirement of the landscape design standards. The applicant has not provided street trees along 45 Highway due to an existing retaining wall and related site challenges. The applicant has provided an additional large tree in the parking lot plantings as well as additional shrubs on the site.
4. **The plan reflects generally accepted and sound planning and urban design principles with respect to applying the Master Plan and any specific plans to the area.**
   This plan furthers the planning and urban design principles of the broader APEX Plaza development.
5. **The plan meets all of the review criteria for a Zoning Map amendment.**
   This application is not requesting a change in the underlying zoning district, nor substantial changes from the development standards.

Staff Conclusion and Recommendation

Staff recommends approval of the preliminary development plan for Chase Bank, subject to the following conditions:

1. Approval is based on the representations of the drawings presented as part of this application and does not waive any requirement or development standard contained within the Municipal Code.
2. Prior to Final Development Plan approval, the applicant shall install all stormwater management infrastructure as required by Public Works.
3. Any other conditions the Planning and Zoning Commission determines are necessary.

It should be noted that the recommendation contained in this report is made without knowledge of facts, 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 Preliminary Development Plan, supporting information, associated exhibits, factors discussed above and any testimony presented during the public hearing, the Planning and Zoning Commission should recommend approval (with or without conditions), denial, or postpone the application for further consideration. If approved subject to conditions, the conditions should be noted for the record. Unless postponed, the Planning and Zoning Commission's action will be forwarded to the Board of Aldermen on February 6, 2024 for final action.

End of Memorandum

01-04-2024

Brad Stanton, AICP — Date
Planner

ITEM 5.C.1.
For 1/30/2024
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: January 19, 2024

Prepared By:
Stephen Lachky, Community Development Director

Reviewed By:

ISSUE:
Development Updates

BACKGROUND:

STRATEGIC GOAL(S):

BUDGET IMPACT:

ALTERNATIVES:

FINANCE COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATION:

POLICY:

SUGGESTED MOTION:

ATTACHMENTS:
1. Development Tracking List

City of Parkville - Development Tracking Spreadsheet

Residential Developments

Project Name	Address	Parcel No.	Detail	Date Submitted	Approved	Status	Change in Status from Last Month	Construction Start Date	Completion Date	Staff Contact
Platte 38	West of The National 7th Plat	20-8.0-27-100-002-006.000	27 duplex lots and 9 detached home lots	11/1/2021	Yes	Land cleared	No change	1/4/2022	2024	Stephen Lachky
Sanctuary At Riss Lake	MO-9 Hwy and Lakeview Dr	20-7.0-26-400-006-001.000	19 duplex lots and 4 tracts of open space	12/28/2021	Yes	Land cleared	No change	1/18/2022	2024	Stephen Lachky
Village On The Green East	MO-45 Hwy and Lake Crest Ln	20-7.0-26-200-002-003.001	23 cluster townhomes and 7 1-3 story townhomes	8/6/2021	Yes	Plat approved	Ordinance approved	-	2026	Brad Stanton
Village On The Green West	MO-45 Hwy and Lake Crest Ln	20-8.0-27-100-002-002.002	23 cluster townhomes and 7 1-3 story townhomes	8/6/2021	Yes	Plat approved	Ordinance approved	-	2026	Brad Stanton
Woods At Creekside 4th Plat	West of Woods At Creekside 3rd Plat	20-4.0-18-000-000-010.003	28 detached home lots	6/10/2022	Yes	Plat approved	Ordinance approved	-	2024	Stephen Lachky
Woods At Creekside 5th Plat	West of Woods At Creekside 3rd Plat	20-4.0-18-000-000-010.003	39 detached home lots and 2 tracts of open space	6/10/2022	Yes	Plat approved	Ordinance approved	-	2024	Stephen Lachky
River Hills Estates Replat	10118 River Hills Dr	20-8.0-27-400-014-027.000	Replatting 7 detached home lots and 1 tract of open space	6/28/2022	Yes	Plat approved	Ordinance approved	-	2023	Brad Stanton
Thousand Oaks 25th Plat	South of Thousand Oaks Phase 13B	20-9.0-29-000-000-010.001	73 detached home lots and 3 tracts of open space	12/28/2022	Yes	Prelim Plat approved	Ordinance approved	-	2025	Brad Stanton
Taliesin	Bell Rd and NW 57th St	20-7.0-26-300-001-047.002	10 detached home lots and 2 tracts of open space	4/4/2023	Yes	Prelim Plat approved	Ordinance approved	-	2025	Brad Stanton
The Hills At The National	NW Crooked Rd and N National Dr	20-5.0-22-300-001-015.000	74 detached home lots and 4 tracts of open space	4/4/2023	No	On Hold	Application submitted	-	-	Brad Stanton
Creekside West Apartments	NW corner of Hwy 45 and Homer Pkwy	20-4.0-18-000-000-010.001	4 four-story apartment buildings (200 units)	6/9/2023	No	Approved	Ordinance approved	-	2025	Brad Stanton
The Cliffs At Parkville	West of The National 7th Plat	20-8.0-27-100-002-006.000	33 duplex lots and 3 triplex lots	7/19/2023	No	On Hold	Application withdrawn	-	2025	Brad Stanton

Commercial and Industrial Developments

Project Name	Address	Parcel No.	Detail	Date Submitted	Approved	Status	Change in Status from Last Month	Construction Start Date	Completion Date	Staff Contact
Attic Storage	Vertical Ventures III, Lot 3	20-4.0-19-000-000-019.000	New two-story self-straoge facillity	1/7/2022	Yes	Under construction	No change	8/17/2022	-	Brad Stanton
Dairy Queen	8803 NW MO-45 Hwy	20-7.0-26-100-002-003.000	New 2,400 sq. ft. drive-thru restaurant	1/5/2022	Yes	Completed	No change	4/18/2022	10/6/2022	Brad Stanton
Whataburger	9110 NW 45 Hwy	20-6.0-23-400-003-005.000	New 3,100 sq. ft. drive-thru restaurant	4/8/2022	Yes	Approved	No change	5/1/2023	1/8/2024	Brad Stanton
Taylor Animal Hospital	6300 MO-9 Hwy	20-7.0-26-100-002-002.000	1,840 sq. ft. addition to existing building	4/7/2022	Yes	Approved	No change	9/28/2022	-	Brad Stanton
Contractor's Garages	Vertical Ventures III, Lot 5	20-4.0-19-000-000-023.000	22,160 sq. ft. contractor's self-storage units	8/5/2022	Yes	Approved	No change	TBD	TBD	Brad Stanton
Recreation - Indoor (Limited)	2 2nd Street	20-7.0-35-100-027-001.003	Using existing baseball batting cages as a business	7/7/2022	Yes	Approved	No change	N/A	N/A	Brad Stanton
Lodges At The National, Lot 8	10875 Allen Way	20-5.0-22-200-005-002.000	Rezoning property from "R-2-P" to "B-1" district	7/15/2022	No	Withdrawn	No change	N/A	N/A	Stephen Lachky
Parkville Presbyterian Church	819 Main St	20-7.0-35-100-009-006.000	Using interior space for finanical planning office	9/7/2022	Yes	Approved	No change	N/A	N/A	Brad Stanton
Restaurant and Law Offices	12 E 1st St	20-7.0-35-100-035-001.000	Rehab & repurposing 1st floor + 2nd floor expansion	10/7/2022	Yes	Approved	No change	6/12/2023	Spring 2024	Brad Stanton
Friends of Parkville Animal Shelte	1356 N MO-9 Hwy	20-7.0-26-400-002-006.000	Rezoning subject property from "R-4" to "B-4-P"	10/12/2022	Yes	Approved	No change	-	-	Brad Stanton
Creekisde Costa Oil Shop	7024 Elizabeth St.	20-4.0-19-000-000-008.001	835 sq. ft. vehicle service/repair - limited shop	1/27/2023	Yes	Approved	No change	TBD	TBD	Brad Stanton
Cingular Wireless AT&T Tower	8403 Observatory Rd	20-7.0-36-000-000-001.000	155 ft. tall monopole telecommunications tower	1/27/2023	Yes	Approved	No change	TBD	TBD	Brad Stanton
Park Hill Elementary School No.	SW corner of Brush Creek Pkwy	20-4.0-19-000-000-031.000	Two-and-a-half story, 74,410 sq. ft. elementary school	6/9/2023	No	Approved	Ordinance approved	2/29/2024	7/1/2025	Brad Stanton
8 East Street	8 East St.	20-7.0-35-400-004-001.000	Interior + exterior remodeling of two-story building	7/5/2023	Yes	Approved	Application approved	Fall 2023	Early 2025	Stephen Lachky