



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#25-11) Agenda
CITY OF PARKVILLE, MISSOURI
Wednesday, November 12, 2025 6:00 PM
City Hall Board Room

1. CALL TO ORDER

- A. Adam Zink
Linda Arnold
Michelle Flamm
Steven Sturgess
Dana Laiben
Amanda Blackwood
Nathan Askren
Robert Unger
Evan Maxon
Phillip Wassmer (Liaison)

2. CITIZEN INPUT

3. CONSENT AGENDA

- A. Approve the minutes for the October 8, 2025, regular meeting

4. ACTION AGENDA

- A. Approve an agreement with Platte County Parks to maintain and use the Thousand Oaks Extension and Angeline Washington Extension of the Brush Creek Trail.
- B. Approve a Memorandum of Agreement with the Center for Creative Arts (CCA) to participate in the "Sculpture on the Move" public art program.
- C. Review and approve proposed updates to Parks and Recreation special event and reservation fees for inclusion in the 2026 Schedule of Fees.

5. STAFF UPDATES ON ACTIVITIES

- A. Parks Maintenance
- B. Nature Sanctuary
- C. Parks Capital Improvements Projects
- D. Programs and Special Events

6. MISCELLANEOUS ITEMS FROM THE BOARD

7. ADJOURN



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#25-10)

MINUTES

CITY OF PARKVILLE, MISSOURI
Wednesday, October 8, 2025 6:00 PM

City Hall Board Room

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m. on October 8, 2025.

Roll was called by Bonnie Buckmaster, Public Works Department Assistant.

Members present were:

Michelle Flamm
Steven Sturgess
Dana Laiben
Nate Askren
Amanda Blackwood
Evan Maxon
Robert Unger

Absent with prior notice were:

Adam Zink
Linda Arnold

Phil Wassmer (Liaison)

A quorum of the Board was present.

Brittanie Propes, Parks & Recreation Director; Chris Ashley, Project Manager; and Bonnie Buckmaster, Public Works Assistant, were present on behalf of the City.

- A. Adam Zink
Linda Arnold
Michelle Flamm
Steven Sturgess
Dana Laiben
Amanda Blackwood
Nathan Askren
Robert Unger
Evan Maxon
Phillip Wassmer (Liaison)

2. CITIZEN INPUT

3. CONSENT AGENDA

- A. Approve the minutes for the September 10, 2025, regular meeting

ACTION: Robert Unger moved to approve the minutes for the September 10, 2025, regular meeting. Dana Laiben, seconded.

RESULT: Motion Passed: - 7-0

4. ACTION AGENDA

- A. Approval of Fee Schedule Adjustments to Reflect updated Shelter Reservation Fees
Brittanie Propes, Parks and Recreation Director, presented a fee schedule adjustment to reflect updated shelter reservation fees for approval. Fees that are included were the shelter house reservation rates and the addition of the scout cabin fireplace use fee at the Parkville Nature Sanctuary. The proposed fee schedule was included in the CLARB packet.

Discussion focused on the number of users of the facilities and the resident vs. non-resident fees.

ACTION: Robert Unger moved to increase the rates for the parks and recreation schedule fees to include shelter house reservation rates at a rate of \$40 for a resident, \$60 for a non-resident, \$50 for the Girl Scout cabin fireplace. Michelle Flamm seconded.

RESULT: Motion Passed: 7-0.

5. NON-ACTION AGENDA

- A. Review of Rotary Club Partnership for Farmers Market Landscaping Enhancements

Brittanie Propes, Parks and Recreation Director, provided information about the partnership with the Rotary Club for the Farmers Market landscaping enhancements. The Rotary Club will maintain the area for the first few years. The CLARB was in favor of the enhancements.

6. STAFF UPDATES ON ACTIVITIES

Brittanie gave the following updates:

- Farmers Market ADA ramp guardrails installed
- Platte Landing Park parking lots were re-stripped
- ADA parking stalls were repainted
- Veterans Memorial braille flag was installed
- Wetlands ribbon cutting

Chair Steven Sturgess wanted to thank all that contributed to getting the Wetlands to completion.

- Forest ReLeaf Program — Free native trees planted throughout the parks
- Two parks staff completed MDC Controlled Burn Training
- Travis Phelan has accepted the position of Parks Superintendent and was recognized by the Mayor for recently completing his Certified Arborist Certification

- Great turn out for Yoga in the Park
- Train Depot renovations are underway
- Platte Landing Park/Main Street Bridge is anticipated for completion by the end of the year.
- The Veterans Memorial will host a fundraiser on November 1st from 6:30-9:00 p.m.
- Wetlands Management - Johnson Grass removal
- Brush Creek Trail Extension — Ribbon cutting for the Thousand Oaks Trail extension
- Trail Certification — Re-certified the parks 5k and 10k courses.

A. Parks Maintenance

B. Parks Programs and Events

The list of parks programs and events is listed on the city's website and was included in the CLARB packet.

C. Parks Capital Projects

7. MISCELLANEOUS ITEMS FROM THE BOARD

8. ADJOURN

ACTION: Michelle Flamm moved to adjourn the regular meeting at 6:50 p.m.
Nate Askren seconded.

RESULT: Motion Passed: 7-0.

**BRUSH CREEK TRAIL
CONSTRUCTION, MAINTENANCE & USE AGREEMENT
BRUSH CREEK TRAIL INTERGOVERNMENTAL COOPERATIVE
AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the the City of Parkville, Missouri, a fourth-class city (“Parkville”) and Platte County, Missouri, a first-class county (“County”), collectively known as the parties to this Agreement (“Parties”).

WHEREAS, municipalities, counties and other entities in the Kansas City metropolitan area are engaged in efforts to establish a recreational trail in Platte County and running through multiple areas governed by multiple local governments, and

WHEREAS, The Parties have all deemed it a high priority to develop recreational facilities to meet the needs of city and county residents, and

WHEREAS, The Parties in cooperation with other entities, are engaged in the planning of a pedestrian and bicycling shared use path known as the Brush Creek Trail, (the “Project”),

WHEREAS, the proposal for the Project includes the planning, engineering, construction and maintenance of the pedestrian and bicycling shared use path on lands and easements acquired by the Parties, and

WHEREAS, The Parties desire to enter into this Agreement to address the duties and responsibilities of the Parties hereto with regard to the construction, operation and maintenance of the Project,

IN CONSIDERATION OF the mutual promises, covenants, and agreements herein contained, the adequacy and sufficiency of which are hereby acknowledged, the parties do mutually promise, covenant and agree to the following:

1. **Term.** This Agreement shall remain in effect until amended or terminated by written consent of the Parties. The Agreement may be amended at any time by mutual written agreement of the Parties, including amendments for future extensions of the Brush Creek Trail by mutual written agreement of the County and respective city for which future extensions may be agreed upon.

The Agreement may be terminated by any of the Parties by giving the other parties no less than twelve (12) months written notice of intent to terminate the Agreement.

2. **Project Purpose and Scope.** The purpose of the Brush Creek Trail project is to develop a pedestrian and bicycling shared use path for public recreational and alternative transportation use. Project shall run from NW River Road to the Creekside development.

The scope of the Project shall include the development of a paved trail and related improvements as generally described on Exhibit A, B, & C, attached hereto and any other Project related improvements as agreed upon by the Parties. The Project may be built in phases upon lands and easements currently owned and or controlled by the Parties or additional lands or easements acquired by the Parties for the purpose of Project.

3. **Project Planning and Engineering.** The Parties shall cooperate with respect to the planning and engineering of the Project. Preliminary designs, final designs, construction documents, and as-built documents shall be created for the Project.

County shall be responsible for all costs related to Project planning and engineering.

4. **Project Development and Construction.** After approval of the final design and construction documents for the Project, the County shall be responsible for advertising the Project for public bid and awarding the contract for construction to the lowest and best bidder in the sole discretion of the County. County shall be responsible for all construction costs associated with the Project, and shall establish itself as the contact agency for all construction service providers, including engineers and contractors under Section 3 above.

Parties shall cooperate with respect to all permitting required for the Project.

County shall ensure that Project construction is properly inspected and materials tested for compliance with approved Project design and construction specifications. Parkville officials shall have access to Project site at all times to review and inspect construction progress.

Upon notice of completion by contractor that all required work has been completed, Parties shall perform a final inspection of the Project. All Parties shall individually review and approve final construction of the built Project before Project may be opened to the public for use.

After initial Project construction, any significant modification or addition to Project or trail easement area must be mutually approved by the Parties.

5. **Project Operation and Maintenance.** Upon acceptance of the built Project Parties shall share responsibilities for operation and ongoing maintenance of the Project as follows:

- (a) **Operations, Maintenance, and Programming.** The City of Parkville shall be responsible for all operation and maintenance of the Project. The City of Parkville shall ensure that all invoices, bills or other demands for payment related to operation and maintenance are addressed. Such operation and maintenance under this Section shall consist of any necessary activity to ensure an aesthetically pleasing, safe and secure environment for trail users including the following:

- (i) *Grounds maintenance, mowing and vegetation control:* Grass and other vegetation within the easement area shall be mowed and trimmed on a regular basis, consistent with mowing and trimming practices for other sections of the trail. Erosion areas shall be filled and re-seeded. Surface

areas covered with rock or non-vegetative ground cover shall be kept free of weeds and debris.

Trees: Trees shall be pruned to prevent low, damaged, or dead limbs from the trail use area.

Trail Surface: Trail surface shall be maintained to ensure a clean, clear and suitable condition for recreational use. Repairs such as crack filling and pothole patching shall be done as needed to keep surface smooth and free of trip hazards.

Access Points and Gates: The City of Parkville shall be responsible for the maintenance of all trail perimeter fencing, access points and gates and shall keep all in a good condition, free of rips, tears, holes, sharp edges or foreign objects.

- (ii) *Litter Control:* The City of Parkville shall be responsible for trash and debris removal on and near the trail.
 - (iii) *Trail signage and furnishings:* The City of Parkville shall be responsible for maintenance of any signage or trail furnishings installed along trail. Responsibilities include cleaning, painting, repairing, and securing as needed.
 - (iv) *Other Maintenance:* The City of Parkville shall determine all other minimum maintenance standards for the easement area and will perform operations and maintenance responsibilities in a manner consistent with the operations and maintenance of other similar parks facilities under the ownership and control of The City of Parkville.
 - (v) *Programming:* The City of Parkville, at their sole discretion, may charge for rentals, programs and special events held in the easement area.
- (b) **Capital Maintenance.** County shall assume and be responsible for all capital maintenance and replacement for all Project improvements developed under this Agreement. Capital maintenance and replacement shall include major tasks such as resurfacing of trail paving and replacement or removal of unsafe or damaged infrastructure that is beyond repair.
- (c) **Natural Disaster Preparedness and Recovery.** Due to Project location fronting the Brush Creek, the trail area may flood frequently. Parties shall cooperate mutually with respect to natural disaster preparedness and recovery resulting from damage to the Project, including closure of the trail easement area, post disaster clean-up, and management of state and federal assistance related to any natural disaster damage to the Project. City agree to address minor flooding events as they may occur from time to time consistent with routine maintenance responsibilities described in Section (a) above. City shall be responsible for initial debris and siltation removal resulting from natural disasters through the commitment of in-

kind manpower and equipment resources not to exceed the County's property insurance deductible of Twenty-Five Thousand Dollars (\$25,000). County shall be responsible for repair and restoration of Project improvements damaged as a result of natural disasters, beyond the cities initial efforts, from County's insurance proceeds, federal and state assistance grants, or other available sources.

6. **Trail Security.** All local ordinances and/or laws for the City and the County as applicable to the Project site within the respective jurisdictions will be enforced by the cities and the County.
7. **Insurance.**
 - (a) The City shall secure commercial general liability insurance policies for coverage of the injuries and damage for which the Parties, as political subdivisions, are legally obligated under Missouri Law. Each policy shall have minimum limits as the Cites deem appropriate through their standard insurance provider, but in no event shall any policy exceed the statutory maximum amount specified in Section 537.610 R.S.Mo. as of the date of this Agreement, for all claims arising out of a single occurrence. The insurance policies shall be maintained in force during the term of this Agreement and such insurance policies shall name specifically Cities and County as additional insured parties. A verified copy of such insurance policy or policies shall be sent to each party hereto, together with the Certificate(s) of Insurance stating that the policies are in full force and effect and that the same will not be altered, amended or terminated without ten (10) days prior written notice to the other parties hereto.
 - (b) County shall secure general property insurance policies to cover damage or loss for covered incidents through County's standard insurance provider, Midwest Public Risk, or other provider as determined by the County.
 - (c) Notwithstanding anything herein to the contrary, no provision, term, or condition in this agreement shall constitute, or be construed as, a waiver of the defenses of a sovereign immunity, official immunity, or governmental immunity by whatever name as set forth in Section 537.600 R.S.Mo. et seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.
8. **Public Use.** All facilities and amenities located within trail easement area will be available to the public during normal operating hours established by the City consistent with other park and recreational facilities managed by the City.
9. **Project Identification.** Parties agree that the Project shall be named and identified as a continuous section of the "Brush Creek Trail". Parties may agree to cooperate and establish alternative names or references for any sub-area or alternative name for the Project by mutual written agreement of the Parties.
10. **Notice.** Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered

in person or sent by certified, return receipt requested, via United States mail, or via facsimile transmission, as follows:

If to Parkville: City of Parkville
8880 Clark Avenue
Parkville, Missouri 64152
Attn: City Administrator
Phone: (816) 741-7676
Fax: (816) 741-0031

If to County: Platte County, Missouri
Parks & Recreation Department
415 Third Street
Platte City, MO 64709
Attn: Director
Phone: (816) 858-3419
Fax: (816) 858-1999

Notices shall be effective when received at the address as specified above. Changes in the addresses to which notice is to be sent may be made from time-to-time by written notice. Facsimile transmission is acceptable notice, effective when received; however, facsimile transmissions received (i.e., printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original items which are transmitted by facsimile equipment must also be mailed as required and provided by this Section.

11. **Independence of Agreement.** It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between any of the parties hereto, or as constituting any party as an agent, representative or employee of the other for any purpose whatsoever.
12. **Waiver.** The failure of any party to at any time to require performance by another party of any provision hereof shall in no way affect the right of the non-requiring party thereafter to enforce same. No waiver shall be effective unless in writing. Nor shall waiver by any party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
13. **Laws to Govern.** This Agreement shall be governed by the laws of the State of Missouri both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement will be held in Platte County, Missouri, and the Agreement will be interpreted according to the laws of the State of Missouri.
14. **Compliance with Laws.** Each party hereto shall conduct its operations and perform its duties under this Agreement in compliance with all applicable Federal, State and local laws, ordinances, orders and regulations.

15. **Severability.** If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.
16. **Assignment and Subletting.** No party shall make any assignment of this Agreement or any right or obligation occurring under this Agreement in whole or in part without the express written consent of all Parties hereto. The Parties hereto shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment of this Agreement. Any assignment of this Agreement made without the express written consent of all parties hereto shall be null and void and shall be grounds for immediate termination, notwithstanding the termination notice provisions described in Section 1 above.
17. **Modification.** This Agreement constitutes the entire Agreement and understanding between the Parties, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the Parties hereto.
18. **Additional Provisions.** This Agreement has been negotiated, executed, accepted and entered into in the State of Missouri. Paragraph headings herein have no legal significance. When the context hereof requires, the use of any gender includes all genders, and the singular includes the plural, and, vice versa. All parties signing in a representative capacity warrant that they have all requisite authority to enter into this Agreement and consummate the transaction herein contemplated. No inference in favor of or against any party shall be drawn from such party having been the party to draft any portion hereof.

IN WITNESS WHEREOF, the Cities, acting by and through their respective Board of Aldermen, the County, acting by and through its County Commission, have authorized this Agreement to be executed the day and year first written above.

CITY OF PARKVILLE, MISSOURI

Mayor

Attest: _____
City Clerk

PLATTE COUNTY, MISSOURI

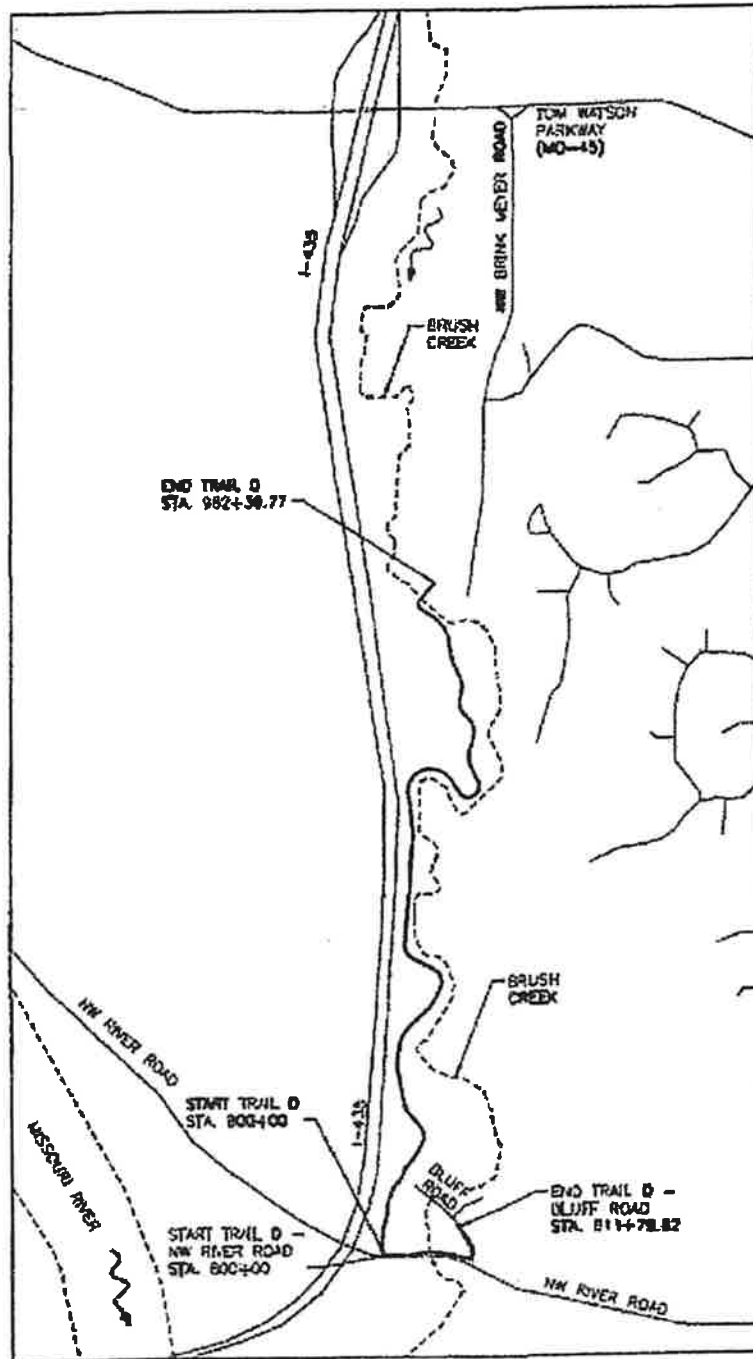
Presiding Commissioner

Attest: _____
County Clerk

Approved as to form and legality:

County Counselor

EXHIBIT A



MEMORANDUM OF AGREEMENT

Between

**The Creative Communities Alliance and
Participating Missouri Area Communities**

For the CCA's "Sculpture on the Move" Project

This Memorandum of Agreement (hereinafter, "MOA", or "Agreement") deals with the respective roles and responsibilities, criteria and procedures to be implemented by the parties hereto (hereinafter "Parties, or "Party") for the planning, development and installation of public art in Missouri pursuant to the "Sculpture on the Move!" project described in the attached **Exhibit 1** (hereinafter, "Project"), in conformance with the laws of the State of Missouri and applicable local, state and federal and laws, as amended.

The Parties to this MOA shall be:

- The Creative Communities Alliance (hereinafter "CCA"), and
- Participating Missouri area communities (hereinafter, "Communities", or "Community") which have executed a Memorandum of Understanding (MOU) to participate in the CCA.

WHEREAS, the Parties will have various roles and responsibilities in the planning, development, implementation, and financing of the Project; and

WHEREAS, there is a need to clarify the process under which the planning, development, implementation, and financing of the Project are conducted by the Parties.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

The Parties shall cooperatively support and implement the roles, criteria, and procedures described herein in order to ensure that the plans, programs and activities adopted and undertaken by the appropriate Parties hereto conform to local, state and federal law.

I. PURPOSE

This MOA is intended to provide a framework for the planning, development, and installation of selected sculptures pursuant to the Project within the State of Missouri and Eastern Kansas. This Project is intended to encourage relationships between Communities and artists, as well as grow art appreciation across Missouri and foster multicultural communities there through public art. By streamlining these processes and building relationships, the Project is intended to facilitate the installation of high quality, original artwork for Communities and to enhance public spaces, with minimal cost and a short-term commitment. This MOA is subject to the terms and conditions of the CCA MOU.

II. RESPONSIBILITES OF THE PARTIES

A. The responsibilities of the CCA under this MOA include:

- Producing and distributing a "call to artists" communication seeking artwork submissions for the Project.

- Planning and executing an artist workshop to take place before the art submission process begins, during which the CCA will help instruct artists on working with Communities and ensuring quality submissions.
- Planning and executing a workshop for participating Communities and their respective Selection Committees to help in the expectations, process and implementation of the Project.

B. The responsibilities of each Community under this MOA include:

- Choosing the precise specifications for the sculpture pad that must support the sculpture(s) it chooses pursuant to the Project, provided that such pad must be made of concrete and be at least 4' x 4' in size with the ability to mount a sculpture to the pad.
- Acquiring/creating and arranging the installation of such a sculpture pad meeting the aforementioned specifications on publicly-accessible outdoor Community property or on publicly-accessible outdoor private property that is legally available to Community for such purposes.
- Acquiring by written agreement all right(s) necessary to display the sculpture to be installed pursuant to the Project on publicly-accessible outdoor Community property or on publicly-accessible outdoor private property legally available to the Community for such purposes for a term of at least two (2) years, for which Community will pay the artist \$1,000 per year to display the chosen sculpture.
- Acquiring/creating a standardized name plate and affixing it to the sculpture pad for sculpture chosen pursuant to the Project, depicting at minimum:
 - i. the chosen sculpture's title,
 - ii. the chosen sculpture artist's name, and
 - iii. logo of the Creative Communities Alliance

CREATIVE COMMUNITIES ALLIANCE

Signature

Date

Name, Title

CITY OF

Signature

Date

Name, Title



SCULPTURE ON THE MOVE

The CCA's primary project is the Sculpture on the Move! (SotM!) program, which launched in fall of 2017. This program is designed to promote the arts, connect artists with communities, and provide a basic understanding of developing an arts project from start to finish.

We created a multi-city sculpture loan program, where each organization selects an artwork to display for 2 years, then the artwork returns to the selection pot, to potentially be chosen by another city and moved around the region. The CCA creates the call for art, organizes the entries, orchestrates the sculpture draft process, and assists the communities through the contract, artwork delivery, and installation processes.

In our first year, 12 communities and organizations participated, extending our loan from Jefferson City to Poplar Bluff, MO. Today we have 54 sculptures on display across 24 communities statewide and stretching into eastern Kansas.

To participate in the program, each city is required to agree to the SotM! Memorandum of Agreement, pour a 4ft x concrete slab, pay a \$100 participation fee to CCA, purchase a small \$45 plaque, and agree to pay a yearly loan amount of \$1000 per sculpture directly to the artist. If you would like to see pictures of our sculptures, hear audio from artists, or learn more about our program, check out the following resources:

Visit us online: www.creativecommunitiesalliance.com



Download the Otocast App from the app store and virtually visit our sculptures - just search for Sculpture on the Move in the Otocast App.



Working together to grow COMMUNITY ARTS

More and more communities are developing art councils and art programs in our region. As these groups continue to grow, they need a variety of support systems to be successful. The Creative Community Alliance was founded to provide a supportive network of arts collaboration and promotion. We assist both artists and cities/organizations in each stage of artistic collaboration, especially those new to municipal arts partnerships.

For communities that are just starting or do not have a strong presence in the arts, the CCA helps them develop processes for working with artists and the arts in their communities. The CCA also equips individual artists and arts groups with the knowledge and tools needed to work at the municipal and organizational level.

We believe arts are a vital component of community development and are committed to supporting an ever-growing network of artists and arts professionals in order to strengthen and promote arts across the region.

2024 Member Organizations

City of Ballwin, MO
City of Bonner Springs, KS
City of Brentwood, MO
City of Chesterfield, MO
City of Crestwood, MO
City of Creve Coeur, MO
City of Ellisville, MO
City of Florissant, MO
City of Gladstone, MO
City of Grandview, IL
Hannibal Arts Council
City of Jefferson, MO

City of Lee's Summit, MO
City of Manchester, MO
City of Maryland Heights, MO
City of Nixa, MO
City of Poplar Bluff, MO
City of Raymore, MO
City of Raytown, MO
City of Sedalia, MO
City of Spring Hill, KS
City of Smithville, MO
State Tech College, MO
City of Sunset Hills, MO

Phone:

Kat Schien - 636-391-6326 ext 404

Website:

www.creativecommunitiesalliance.com

Gmail:

creative.communities.alliance@gmail.com



Creative
Communities
Alliance



Creative
Communities
Alliance

SCULPTURE ON THE MOVE!

CITY OF PARKVILLE
Policy Report

Date: November 7, 2025

Prepared By:

Reviewed By:

ISSUE:

Review and approve proposed updates to Parks and Recreation special event and reservation fees for inclusion in the 2026 Schedule of Fees.

BACKGROUND:

BUDGET IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

POLICY:

SUGGESTED MOTION:

ATTACHMENTS:

None

CITY OF PARKVILLE
Policy Report

Date: November 7, 2025

Prepared By:

Reviewed By:

ISSUE:

Programs and Special Events

BACKGROUND:

BUDGET IMPACT:

ALTERNATIVES:

STAFF RECOMMENDATION:

POLICY:

SUGGESTED MOTION:

ATTACHMENTS:

None