

Upstream from ordinary.

### **BOARD OF ALDERMEN MEETING**

RIVERSIDE CITY HALL 2950 NW VIVION ROAD

RIVERSIDE, MISSOURI 64150

(AMENDED) TENTATIVE AGENDA FEBRUARY 3, 2015

Closed Session – 6:00p.m. Regular Meeting - 7:00 p.m.

Call to Order Roll Call

### CLOSED SESSION (6:00 p.m.)

1. **Motion** to enter into **CLOSED SESSION** for the following matters:

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore

610.021(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed

610.021 (14) Records which are protected from disclosure by law;

2. Motion to adjourn Closed Session.

REGULAR SESSION (7:00 p.m.)

Call to Order Roll Call Pledge of Allegiance

Public Comments - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding <u>agenda</u> and <u>non-agenda</u> items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a <u>Public Hearing</u> should be reserved until the Public Hearing is opened and comments on such item will be taken at that time. Each speaker is limited to 5 minutes.

Proclamation - 2-1-1 DAY IN RIVERSIDE - February 11, 2015

### LEGISLATIVE SESSION

### 1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion to approve the Consent Agenda as presented. There is no separate discussion of these items. The Mayor or a member of the Board of Aldermen may request that any item be removed from the Consent Agenda for discussion or explanation. If removed, it will be considered separately following approval of the remaining items on the Consent Agenda. No motion is required to remove an item from the Consent Agenda.

Approval of minutes for January 20, 2015.

R-2015-003: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2014-2015 WEEK ENDING JANUARY 23<sup>RD</sup> AND JANUARY 30<sup>TH</sup> IN THE AMOUNT OF \$224,541.16. Point of Contact: Finance Director Donna Oliver.

R-2015-004: A RESOLUTION AUTHORIZING AND APPROVING THE RENEWAL OF THE AQUATIC MANAGEMENT SERVICES AGREEMENT WITH THE YMCA FOR YEAR 2015. Point of Contact: Public Works Director Tom Wooddell.

### REGULAR AGENDA

- 1. **Public Hearing:** Public hearing to consider a rezoning for property located at 4300 NW Mattox Road and legally described as: Lot 3 Belgian Bottoms Business Park, in the City of Riverside, Platte County, Missouri.
  - a) First Reading: Bill No. 2015-004: AN ORDINANCE AUTHORIZING AND ADOPTING AN AMENDMENT TO THE PLANNED DEVELOPMENT DISTRICT ADOPTED BY ORDINANCE 2007-135 AND APPROVING PLANNED DEVELOPMENT REGULATIONS IN CONNECTION THEREWITH IN ACCORDANCE WITH THE PROVISIONS OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE CITY OF RIVERSIDE, MISSOURI. Point of Contact: Community Development Director Mike Duffy.
- First Reading: Bill No. 2015-005: AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR LAND LOCATED AT 4300 NW MATTOX RD., RIVERSIDE, MISSOURI, IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF RIVERSIDE. Point of Contact: Community Development Director Mike Duffy.
- First Reading: Bill No. 2015-006: AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR LAND LOCATED AT 4301 NW MATTOX RD., RIVERSIDE, MISSOURI, IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF RIVERSIDE. Point of Contact: Community Development Director Mike Duffy.
- 4. First Reading: Bill No. 2015-007: AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RIVERSIDE, MISSOURI IN AN AMOUNT NOT TO EXCEED \$14,127.00. Point of Contact: City Administrator Greg Mills.
- 5. First Reading: Bill No. 2015-008: AN ORDINANCE AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (Horizons West Building I, LLC Project), 2015 IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS. Point of Contact: Community Development Director Mike Duffy.

- 6. Communication from City Administrator
  - a. 2015-2016 Operating Budget Calendar
  - a) Department Reports
    - i. Administration
    - ii. Community Development
    - iii. Engineering
    - iv. Finance-2007 Refunding Bond Discussion
    - v. Public Safety
    - vi. Public Works
    - viii. Levee Board Report
- 7. Communication from Mayor
- 8. Communication from Board of Aldermen

9. Motion to Adjourn

Gregory P. Mills, City Administrator

ATTEST:

Robin Littrell, City Clerk

Posted 01.30 2015 at 3:30 p.m.





Upstream from ordinary.

# **PROCLAMATION**

### 2-1-1 DAY IN RIVERSIDE

WHEREAS, Riverside hopes that all of its citizens enjoy, healthy, meaningful and productive lives; and

WHEREAS, United Way of Greater Kansas City advances the common good for all our citizens by creating opportunities for a better life for everyone; and

WHEREAS, United Way of Greater Kansas City has sponsored the United Way 2-1-1 information resource in our region since 2006; and

WHEREAS, United Way 2-1-1 is a 24-hour call center and online database resource available at no charge to the citizens of Riverside, connecting more than 120,000 callers from 23 counties every year with the community resources they need for assistance with basic needs, education, financial stability, health care, veterans services, volunteer opportunities, and emergency responses; and

WHEREAS, United Way 2-1-1 has answered more than one million call from people in need from throughout the Greater Kansas City region in the past seven years; and

WHEREAS, United Way 2-1-1 answered 8,626 calls in the Kansas City Northland of Clay and Platte Counties in 2014, including 184 calls in Riverside; and

WHEREAS, United Way's Northland Community Advisory Council strongly supports and endorses the critical services that United Way 2-1-1 provides for the citizens of our region; and

WHEREAS, United Way 2-1-1 is a critical and necessary service for those who live in Riverside.

**NOW, THEREFORE**, I, Kathy Rose, Mayor of the City of Riverside, Missouri do hereby proclaim **Wednesday, February 11, 2015, as 2-1-1 Day of Awareness in Riverside** and urge everyone in Riverside to give, advocate and volunteer to support the 2-1-1 service.

Signed and dated this 3 day of February, 2015.



Mayor Kathy Rose

# MINUTES REGULAR MEETING BOARD OF ALDERMEN RIVERSIDE, MISSOURI Tuesday, January 20, 2015 6:45 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, January 20, 2015.

Mayor Rose called the regular meeting to order at 6:45 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Brad Cope, Chet Pruett, Aaron Thatcher, and Mike Fuller.

Also present were City Administrator Greg Mills, and City Clerk Robin Littrell. Also attending was City Attorney Paul Campo.

| <b>MOTION</b> | TO ENTER INTO |
|---------------|---------------|
| CLOSED        | @ 6·45 P M    |

Alderman Homer moved that the meeting go into closed session pursuant to RSMo 610.021(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed, second by Alderman Cope. Yes: Homer, Cope, Fuller, Thatcher, Pruett, and Super. Motion carried 6-0.

# MOTION TO ADJOURN CLOSED @ 6:47 P.M.

Alderman Homer moved at 6:47 p.m. to adjourn closed session with action taken, second by Alderman Thatcher. Yes: Homer, Thatcher, Cope, Fuller, Pruett, and Super. Motion carried 6-0.

### **REGULAR SESSION**

Mayor Rose called the Regular Session Meeting to order at 7:00 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Art Homer, Mike Fuller, Brad Cope, Chet Pruett, Aaron Thatcher, and Ron Super.

Also present were City Administrator Greg Mills, City Clerk Robin Littrell, Community Development Director Mike Duffy, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Finance Director Donna Oliver, Fire Fighter Karen Holland, Fire Chief Gordon Fowlston, and Police Major Chris Skinrood. Also present was City Attorney Paul Campo.

**PLEDGE OF ALLEGIANCE** Mayor Rose led the Pledge of Allegiance.

Mayor Rose welcomed Tyler Brown with Cub Pack 330 who is visiting and here to learn and earn a badge.

### **PUBLIC COMMENT**

Bill Bright, 4411 NW Pawnee Drive, Riverside, Missouri addressed the Board of Alderman regarding the Healthy Initiative Program and the list of Board approved fitness centers in the program.

#### **PRESENTATION**

Connie Wuebben with Park Hill South High School gave a PowerPoint presentation 2015 Platte County Park and Recreation Outreach Grant and requesting the City of Riverside to support and partner for an improvement to the tennis facility. The City was asked for support in the amount of \$2,500 and a list of other contributors were mentioned. City Attorney Campo explained the need for a structured joint use agreement that will be presented at a future meeting if the Board is in agreement to partner on this issue. Following discussion, Alderman Thatcher moved to authorize City Attorney Paul Campo to structure a service agreement with the Park Hill South School District to partner for the 2015 Platte County Park & Recreation Grant in an amount not to exceed \$2,500, second by Alderman Pruett.

Yes: Thatcher, Pruett, Fuller, Super, Homer, and Cope.

Motion carried 6-0.

#### **CONSENT AGENDA**

Alderman Cope moved to approve the consent agenda as presented, second by Alderman Homer. Yes: Cope, Homer, Fuller, Pruett, Super, and Thatcher. Motion carried 6-0.

#### MINUTES OF 01-06-15

Alderman Cope moved to approve the minutes of the January 06, 2015 meeting, second by Alderman Homer.
Yes: Cope, Homer, Fuller, Pruett, Super, and Thatcher.

Motion carried 6-0.

#### **DECEMBER 2014**

Court Report

Alderman Cope moved to approve the December 2014 Court Report, second by Alderman Homer.

Yes: Cope, Homer, Fuller, Pruett, Super, and Thatcher. Motion carried 6-0.

### **RESOLUTION 2015-002**

Bill Pay

Alderman Cope moved to approve Resolution 2015-002 authorizing the expenditure of funds for fiscal year 2014-2015, for weeks ending January 9<sup>th</sup> and January 16<sup>th</sup> in the amount of \$210,316.79, second by Alderman Homer. Yes: Cope, Homer, Fuller, Pruett, Super, and Thatcher. Motion carried 6-0.

### **REGULAR AGENDA**

# PUBLIC HEARING MOTION TO CONTINUE

Mayor Rose asked the public hearing to consider a request for a Special Use Permit for outdoor storage at the location of 4600 NW 41<sup>ST</sup> Street, Riverside, Platte County, Missouri, be continued until February 3, 2015.

Alderman Cope moved to continue the public hearing until February 3, 2015, second by Alderman Thatcher. Yes: Cope, Thatcher, Homer, Super, Pruett, and Fuller. Motion carried 6-0.

#### BILL NO. 2015-002

City Clerk Robin Littrell gave first reading of Bill No. 2015-002. Public Works New Hire - Behle Public Works Director Tom Wooddell explained that this is the employee discussed at the last meeting.

> Alderman Thatcher moved to accept first reading and place Bill No. 2015-002 on second and final reading, second by Alderman Cope.

Yes: Thatcher, Cope, Super, Fuller, Homer, and Pruett. Motion carried 6-0.

Alderman Cope moved to approve Bill 2015-002 and enact said bill as ordinance, second by Alderman Thatcher. Yes: Cope, Thatcher, Pruett, Fuller, Super, and Homer. Motion carried 6-0.

### BILL NO. 2015-003

Pilot Payment MDA -Riverside Horizons, LLC City Clerk Robin Littrell gave first reading of Bill No. 2015-002. Finance Director Donna Oliver stated that this Bill is to follow the guidelines set out in the Master Development Agreement with NorthPoint.

Alderman Thatcher moved to accept first reading and place Bill No. 2015-003 on second and final reading, second by Alderman Cope.

Yes: Thatcher, Cope, Homer, Pruett, Fuller, and Super. Motion carried 6-0.

Alderman Cope moved to approve Bill 2015-003 and enact said bill as ordinance, second by Alderman Thatcher. Yes: Cope, Thatcher, Pruett, Fuller, Super, and Homer. Motion carried 6-0.

### **CITY ADMINISTRATOR**

City Administrator Greg Mills reported that the candidate filing for the April 7<sup>th</sup> Municipal Election closed at 5:00 p.m. today and the list of candidates include Al Bowman. Aaron Thatcher, and Frank Biondo. Scheduling of special strategic planning meetings was discussed along with the inquiry if town hall meetings were still desired. The Board would like to continue the special meetings.

**COMMUNITY DEVELOPMENT** Community Development Director Mike Duffy reminded the Board of partnering with Parkville on a planning sustainable places grant through MARC and announced that it was awarded to Parkville. Riverside was supporting them for \$15,000. Duffy detailed improvements that will be seen with the grant money, including improvements at the intersection of Mattox Road and Hwy 9 and extending the bluff trail along Hwy 9.

> We will be holding another Riverside Horizons Meet and Greet on Thursday, February 19<sup>th</sup> at Argosy's Crazy Olives from 4:30 p.m. to 6:30 p.m.

### **ENGINEERING**

Nothing to report.

### **FINANCE**

Finance Director Donna Oliver gave a Gaming Revenue Update with December 2014 numbers. Also, the Auditing RFP was sent out last week and Alderman Pruett and Alderman Thatcher have agreed to help with preliminary interviews with the auditors.

#### **PUBLIC SAFETY**

Police Chief Greg Mills explained that Fire Fighter Karen Holland is now the director for the FPAL program and is doing a great job. She is here this evening to share activity information with you. There are approximately 60 active participants on our roster now. She explained what membership entails and reviewed recent activities that have been completed. The Alfred E. Sauer, Jr. FPAL College Scholarship Fund has been established through our FPAL program and will be unveiled at the end of this month. A Sock Hop is scheduled for Valentine's Day. Mayor Rose thanked everyone that helps with FPAL because it helps the children in Riverside.

#### **PUBLIC WORKS**

Nothing to report.

#### **LEVEE BOARD**

Alderman Super shared a few handouts that discussed a Stream Gage that will be maintained on the Missouri River.

#### MAYOR'S DISCUSSION

Mayor Rose told about the Pickle Ball Dink Tournament that was enjoyed at the Community Center last week. Many that have never been to Riverside had the opportunity to visit our city. Today was the Community Blood Drive at the Community Center. Trails over the weekend were very busy. It was great to see so many people out enjoying the great weather.

The months of February, March and April there will be a dementia class the first of each month and there will be a free lunch served at each meeting.

I spoke at the Northland Leadership Group for the Northland Chamber last week.

This last Saturday evening was the Northland Regional Chamber Annual Banquet that was well attended and very nice.

The Fairfax Bridge demolition, the section that will fall in the river, is scheduled for Saturday, January 24, 2015.

### **BOARD OF ALDERMEN**

Alderman Homer – Nothing to report.

Alderman Thatcher – My son saw the bridge demo and that is all he has talked about. We were on the trails and it was good seeing so many people out and enjoying them. I am excited for the Jumping Branch Trail to be completed.

Alderman Super – Nothing to report.

Alderman Fuller – Nothing to report.

Alderman Cope – Nothing to report.

| MOTION TO ADJOURN | Alderman Thatcher moved to adjourn the meeting at 7:56 p.m., second by Alderman Homer. Yes: Thatcher, Homer, Cope, Fuller, Super, and Pruett. Motions carried 6-0. |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                   |                                                                                                                                                                    |

Robin Littrell, City Clerk

Alderman Pruett – Nothing to report.

### **RESOLUTION NO. R - 2015-003**

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2014-2015 WEEK ENDING JANUARY 23<sup>RD</sup> AND JANUARY 30<sup>TH</sup> IN THE AMOUNT OF \$224,541.16.

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of the City of Riverside to authorize and approve the expenditure of funds as set forth in Exhibit "A" attached hereto:

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

**THAT** the disbursements and expenditure of funds from the city treasury in the amount of \$224,541.16 as set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby authorized and approved.

**FURTHER THAT** the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated therein and the Finance Director is authorized to issue a check therefor to the respective companies, firms, persons in the amounts set forth therein.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the 3<sup>RD</sup> day of February, 2015.

|                            | Mayor Kathleen L. Rose |
|----------------------------|------------------------|
| ATTEST:                    |                        |
| Robin Littrell, City Clerk | _                      |

# RIVERSIDE

# City of Riverside, MO

# **Expense Approval Report**

By Fund

Payment Dates 1/21/2015 - 1/21/2015

| Vendor Name                | Payable Number | Post Date  | Description (Item)       | Account Number                   | Amount   |
|----------------------------|----------------|------------|--------------------------|----------------------------------|----------|
| Fund: 10 - GENERAL FUND    |                |            |                          |                                  |          |
| SHAYLA JONES               | 03346          | 01/21/2015 | REIMB COURT SNACKS       | 10-216-000-53700                 | 11.58    |
| JENNIFER ENNA              | 008207         | 01/21/2015 | REIMB SUPPLIES           | 10-112-000-53900                 | 144.11   |
| CELLCO PARTNERSHIP         | 9738417722     | 01/21/2015 | DATA CARDS               | 10-224-000-27200                 | 157.50   |
| AMERICAN EXPRESS           | 003370         | 01/21/2015 | SUPPLIES/REC PROGRAM     | 10-341-100-44522                 | 113.97   |
| WRIGHT EXPRESS FSC         | 39298357       | 01/21/2015 | FUEL PURCHASE - DECEMBER | 10-224-000-54100                 | 5,195.57 |
|                            |                |            | F                        | und 10 - GENERAL FUND Total:     | 5,622.73 |
| Fund: 53 - Jeff Taylor Run |                |            |                          |                                  |          |
| SURVIVING SPOUSE AND FAM   | 01/15/15       | 01/21/2015 | DONATION                 | 53-221-000-44501                 | 1,581.65 |
|                            |                |            |                          | Fund 53 - Jeff Taylor Run Total: | 1,581.65 |
|                            |                |            |                          | Grand Total:                     | 7,204.38 |





City of Riverside, MO

Payment Dates 1/28/2015 - 1/28/2015

| Vendor Name                 | Payable Number       | Post Date  | Description (Item)        | Account Number   | Amount   |
|-----------------------------|----------------------|------------|---------------------------|------------------|----------|
| Fund: 10 - GENERAL FUND     |                      |            |                           |                  |          |
| INT'L ASSOC. OF CHIEFS OF P | 1001131033           | 01/28/2015 | MBRSHP RENEWAL/MICHAEL    | 10-221-000-34500 | 150.00   |
| INT'L ASSOC. OF CHIEFS OF P | 1001133273           | 01/28/2015 | MBRSHIP RENEWAL/GREGOR    | 10-224-000-34500 | 150.00   |
| INT'L ASSOC. OF CHIEFS OF P | 1001133747           | 01/28/2015 | MBRSHP RENEWAL/GARY MC    | 10-221-000-34500 | 150.00   |
| INT'L ASSOC. OF CHIEFS OF P | 1001139526           | 01/28/2015 | MBRSHP RENEWAL/CHRIS SKI  | 10-224-000-34500 | 150.00   |
| KCMO WATER SERVICES DEPA    | 61440003546387 01/15 | 01/28/2015 | 1001 NW ARGOSY PKWY       | 10-336-107-25400 | 21.42    |
| KCMO WATER SERVICES DEPA    | 61445903546971 01/15 | 01/28/2015 | 2901 NW VIVION RD         | 10-336-108-25400 | 20.50    |
| KCMO WATER SERVICES DEPA    | 61447103547094 01/15 | 01/28/2015 | 4500 HIGH DR              | 10-337-105-25400 | 20.50    |
| KCMO WATER SERVICES DEPA    | 61467003549087 01/15 | 01/28/2015 | 4200 RIVERSIDE ST         | 10-337-101-25400 | 67.93    |
| KCMO WATER SERVICES DEPA    | 61467103549090 01/15 | 01/28/2015 | 4498 HIGH DR              | 10-337-104-25400 | 64.17    |
| KCMO WATER SERVICES DEPA    | 61468303549219 01/15 | 01/28/2015 | 2990 NW VIVION RD         | 10-337-103-25400 | 191.33   |
| KCPL SERVICE PMTS           | 3823-35-2154 01/15   | 01/28/2015 | 2025 VALLEY               | 10-336-112-25000 | 768.81   |
| SAM'S CLUB DIRECT           | 003135               | 01/28/2015 | SUPPLIES                  | 10-112-000-53700 | 16.19    |
| CREATIVE CARNIVALS & EVEN   | 051615PKG            | 01/28/2015 | DEPOSIT/SUMMER KICK-OFF   | 10-341-100-44400 | 400.00   |
| TIME WARNER                 | 101773501 02/15      | 01/28/2015 | CABLE                     | 10-224-000-25600 | 112.49   |
| AFLAC                       | 510701               | 01/28/2015 | EMPLOYEE PREMIUMS         | 10-20008         | 90.40    |
| CLERK OF THE CIRCUIT        | 13000015             | 01/28/2015 | FORFEITURE/CASE #13AE-CV0 | 10-20012         | 1,047.63 |
| PACIFIC TELEMANAGEMENT S    | 717882               | 01/28/2015 | EH YOUNG                  | 10-336-107-27000 | 75.00    |
| PACIFIC TELEMANAGEMENT S    | 717882               | 01/28/2015 | POOL                      | 10-336-110-27000 | 75.00    |
| PACIFIC TELEMANAGEMENT S    | 717882               | 01/28/2015 | COMMUNITY CENTER          | 10-341-000-27000 | 78.00    |
| MO CCFOA                    | 01/23/15             | 01/28/2015 | ANNUAL DUES/LITTRELL & W  | 10-112-000-34500 | 40.00    |
| MICHAEL K REILLY            | 01/23/15             | 01/28/2015 | PAYROLL CORRECTION        | 10-20009         | 767.52   |
| MO POLICE CHIEF ASSOC       | 052450               | 01/28/2015 | MBRSHP RENEWAL/SKINROO    | 10-224-000-34500 | 25.00    |
| ICMA-RC VANTAGEPOINT        | 40911627             | 01/28/2015 | EMPLOYEE W/H 01/23 PAYRO  | 10-20006         | 1,208.74 |
| ICMA-RC VANTAGEPOINT        | 40911631             | 01/28/2015 | EMPLOYEE W/H 01/23 PAYRO  | 10-20006         | 125.00   |
| MICHAEL C DUFFY             | 01/25/15             | 01/28/2015 | REIMB CITY'S SHARE/GLADST | 10-115-000-21301 | 385.40   |
| KCPL SERVICE PMTS           | 0512-89-5780 02/15   | 01/28/2015 | 2626 NW PLATTE RD         | 10-336-112-25000 | 16.45    |
| KCPL SERVICE PMTS           | 0913-11-1638 01/15   | 01/28/2015 | 4100 NW RIVERSIDE DR      | 10-337-106-25000 | 203.37   |
| KCPL SERVICE PMTS           | 1232-04-9424 02/15   | 01/28/2015 | 2901 NW VIVION RD DP01    | 10-336-108-25000 | 133.10   |
| KCPL - STREET LTG           | 1921-09-8495 02/15   | 01/28/2015 | 4702 NW HIGH DR           | 10-331-000-26800 | 38.18    |
| KCPL SERVICE PMTS           | 2093-49-0946 02/15   | 01/28/2015 | 3880 ARGOSY CASINO PARKW  | 10-336-113-25000 | 16.45    |
| KCPL SERVICE PMTS           | 2130-19-8248 02/15   | 01/28/2015 | 4026 ARGOSY CASINO PARKW  | 10-336-113-25000 | 16.45    |
| KCPL SERVICE PMTS           | 2953-72-9970 02/15   | 01/28/2015 | 4102 NW RIVERSIDE DR      | 10-337-106-25000 | 16.45    |
| KCPL SERVICE PMTS           | 3086-70-0722 02/15   | 01/28/2015 | 2950 NW VIVION RD         | 10-337-102-25000 | 3,691.37 |
| KCPL - STREET LTG           | 3147-73-7222 02/15   | 01/28/2015 | 2509 W PLATTE TS          | 10-331-000-26800 | 44.54    |
| KCPL - STREET LTG           | 3948-82-2408 02/15   | 01/28/2015 | 4509 GATEWAY TS           | 10-331-000-26800 | 38.64    |
| KCPL SERVICE PMTS           | 4649-50-9862 02/15   | 01/28/2015 | 4100 NW RIVERSIDE DR      | 10-337-106-25000 | 314.08   |
| KCPL SERVICE PMTS           | 4884-79-8490 02/15   | 01/28/2015 | 4200 NW RIVERSIDE DR A    | 10-337-101-25000 | 18.31    |
| KCPL SERVICE PMTS           | 5319-48-0868 02/15   | 01/28/2015 | 4100 NW RIVERSIDE DR      | 10-337-106-25000 | 93.93    |
| KCPL SERVICE PMTS           | 7556-98-7111 02/15   | 01/28/2015 | 1001 NW ARGOSY PKWY       | 10-336-107-25000 | 1,111.33 |
| KCPL SERVICE PMTS           | 7922-40-5202 02/15   | 01/28/2015 | 2990 NW VIVION RD         | 10-337-103-25000 | 2,428.33 |
| KCPL SERVICE PMTS           | 8555-87-0016 02/15   | 01/28/2015 | 4498 NW HIGH DR           | 10-337-104-25000 | 1,050.94 |
| KCPL SERVICE PMTS           | 8712-27-4759 02/15   | 01/28/2015 | 4101 VAN DE POPLIER SIREN | 10-337-103-25000 | 27.03    |
| KCPL SERVICE PMTS           | 8768-51-3516 02/15   | 01/28/2015 | 2805 NW VIVION RD         | 10-336-111-25000 | 201.54   |
| KCPL SERVICE PMTS           | 9499-79-6859 02/15   | 01/28/2015 | 4500 NW HIGH DR           | 10-337-105-25000 | 230.69   |
| KCPL SERVICE PMTS           | 9775-39-9838 02/15   | 01/28/2015 | 4700 HIGH DRIVE           | 10-337-103-25000 | 28.08    |
| AT& T LONG DISTANCE         | 803565468 01/15      | 01/28/2015 | BANS                      | 10-112-000-27000 | 140.09   |
| TIME WARNER                 | 107747701 01/15      | 01/28/2015 | CABLE                     | 10-341-000-25600 | 50.34    |
| WRIGHT EXPRESS FSC          | 39455871             | 01/28/2015 | FUEL PURCHASE/JEFFREY     | 10-331-000-54100 | 383.44   |
| WRIGHT EXPRESS FSC          | 39455871             | 01/28/2015 | FUEL PURCHASE/BUESCHER    | 10-331-000-54100 | 37.36    |
| WRIGHT EXPRESS FSC          | 39455871             | 01/28/2015 | FUEL PURCHASE/OLIPHANT    | 10-331-000-54100 | 50.02    |
| WRIGHT EXPRESS FSC          | 39455871             | 01/28/2015 | FUEL PURCHASE/WAGNER      | 10-331-000-54100 | 201.26   |
| WRIGHT EXPRESS FSC          | 39455871             | 01/28/2015 | FUEL PURCHASE/WOODDELL    | 10-331-000-54100 | 107.15   |
| WRIGHT EXPRESS FSC          | 39455871             | 01/28/2015 | FUEL PURCHASE/SHELTON     | 10-331-000-54100 | 394.87   |
|                             |                      |            |                           |                  |          |

| Payment D | atac: 1/28 | /2015 - | 1/28/ | 2015 |
|-----------|------------|---------|-------|------|
|           |            |         |       |      |

| Vendor Name                | Payable Number | Post Date  | Description (Item)              | Account Number               | Amount    |
|----------------------------|----------------|------------|---------------------------------|------------------------------|-----------|
| WRIGHT EXPRESS FSC         | 39455871       | 01/28/2015 | FUEL PURCHASE/HOOVER            | 10-332-000-54100             | 34.93     |
| WRIGHT EXPRESS FSC         | 39455871       | 01/28/2015 | FUEL PURCHASE/FULLER            | 10-819-000-54000             | 71.08     |
| OSBORN-HURLBURT, CONNIE    | 644479         | 01/28/2015 | REIMB CITY'S SHARE/N KC CO      | 10-341-000-22800             | 99.00     |
| METRO CHIEFS & SHERIFFS AS | 12/15/14       | 01/28/2015 | MBRSHP DUES/MILLS, SKINR        | 10-221-000-34500             | 50.00     |
| METRO CHIEFS & SHERIFFS AS | 12/15/14       | 01/28/2015 | MBRSHP DUES/MILLS, SKINR        | 10-224-000-34500             | 50.00     |
| SAM'S CLUB DIRECT          | 007133         | 01/28/2015 | SUPPLIES                        | 10-224-000-22900             | 14.69     |
| NORMAN BUESCHER            | 12/31/14       | 01/28/2015 | REIMB CITY'S SHARE/ANNUAL       | 10-115-000-21301             | 445.83    |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | HEALTH - ADMINISTRATION         | 10-112-000-19000             | 1,724.64  |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | DENTAL - ADMINISTRATION         | 10-112-000-19100             | 322.93    |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | VISION - ADMINISTRATION         | 10-112-000-19300             | 60.32     |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | HEALTH - MUNICIPAL COURT        | 10-216-000-19000             | 399.15    |
| MIDWEST PUBLIC RISK OF MI  | 800FRB         | 01/28/2015 | DENTAL - MUNICIAL COURT         | 10-216-000-19100             | 34.16     |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | VISION - MUNICIPAL COURT        | 10-216-000-19300             | 7.54      |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | HEALTH - PUBLIC SAFETY          | 10-221-000-19000             | 18,283.41 |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | DENTAL - PUBLIC SAFETY          | 10-221-000-19100             | 1,343.49  |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | VISION - PUBLIC SAFETY          | 10-221-000-19300             | 292.96    |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | <b>HEALTH - COMMUNICATIONS</b>  | 10-223-000-19000             | 4,559.42  |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | DENTAL - COMMUNICATIONS         | 10-223-000-19100             | 408.86    |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | VISION - COMMUNICATIONS         | 10-223-000-19300             | 59.24     |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | HEALTH - PS ADMINISTRATIO       | 10-224-000-19000             | 3,155.09  |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | DENTAL - PS ADMINISTRATIO       | 10-224-000-19100             | 203.90    |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | VISION - PS ADMINISTRATION      | 10-224-000-19300             | 36.62     |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | <b>HEALTH - FIRE DEPARTMENT</b> | 10-226-000-19000             | 8,571.41  |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | DENTAL - FIRE DEPARTMENT        | 10-226-000-19100             | 900.47    |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | VISION - FIRE DEPARTMENT        | 10-226-000-19300             | 168.02    |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | HEALTH - PUBLIC WORKS           | 10-331-000-19000             | 4,259.24  |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | DENTAL - PUBLIC WORKS           | 10-331-000-19100             | 289.83    |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | VISION - PUBLIC WORKS           | 10-331-000-19300             | 52.78     |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | <b>HEALTH - ENGINEERING</b>     | 10-332-000-19000             | 1,669.27  |
| MIDWEST PUBLIC RISK OF MI  | B00FRB         | 01/28/2015 | DENTAL - ENGINEERING            | 10-332-000-19100             | 119.03    |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | VISION - ENGINEERING            | 10-332-000-19300             | 35.54     |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | HEALTH - COMMUNITY CENT         | 10-341-000-19000             | 1,876.08  |
| MIDWEST PUBLIC RISK OF MI  | B00FRB         | 01/28/2015 | DENTAL - COMMUNITY CENT         | 10-341-000-19100             | 119.03    |
| MIDWEST PUBLIC RISK OF MI  | B00FRB         | 01/28/2015 | VISION - COMMUNITY CENTE        | 10-341-000-19300             | 22.62     |
| MIDWEST PUBLIC RISK OF MI  | B00FRB         | 01/28/2015 | HEALTH - COMMUNITY DEVEL        | 10-819-000-19000             | 3,996.30  |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | DENTAL - COMMUNITY DEVEL        | 10-819-000-19100             | 322.93    |
| MIDWEST PUBLIC RISK OF MI  | BOOFRB         | 01/28/2015 | VISION - COMMUNITY DEVEL        | 10-819-000-19300             | 51.70     |
|                            |                |            | Fu                              | and 10 - GENERAL FUND Total: | 71,396.33 |

Grand Total: 71,396.33

1/30/2015 9:02:44 AM

# **Expense Approval Report**





RIVERSIDE MUSICULAR

Payment Dates 2/3/2015 - 2/3/2015

| Vendor Name                 | Payable Number | Post Date  | Description (Item)             | Account Number               | Amount    |
|-----------------------------|----------------|------------|--------------------------------|------------------------------|-----------|
| Fund: 10 - GENERAL FUND     |                |            |                                |                              |           |
| MO DEPT OF NATURAL RESO     | 34601505774    | 02/03/2015 | ST OPERATING PERMIT #MOR       | 10-331-000-21304             | 250.00    |
| QUALITY PLUMBING INC        | 59453          | 02/03/2015 | REPIPED URINALS                | 10-336-107-42100             | 1,427.51  |
| WILLIAMS & CAMPO, P.C.      | 6663           | 02/03/2015 | LEGAL SERVICES                 | 10-112-000-20300             | 2,625.00  |
| SAFELITE FULFILLMENT, INC   | 01798-270078   | 02/03/2015 | WINDSHIELD REPAIR/2012 CH      | 10-221-000-41000             | 84.89     |
| REJIS COMMISSION            | INV0039976     | 02/03/2015 | LEWEB SUBSCRIPTION             | 10-223-000-43401             | 643.46    |
| REJIS COMMISSION            | INV0039986     | 02/03/2015 | LEWEB SUBSCRIPTION SERVIC      | 10-216-000-43400             | 20.20     |
| KC WEB                      | 12917          | 02/03/2015 | INTERNET SERVICE               | 10-112-000-27000             | 200.00    |
| MO POLICE CHIEF ASSOC       | 2704           | 02/03/2015 | ENTRY LEVEL - SELF TEST        | 10-115-000-30800             | 165.00    |
| HERTZ EQUIPMENT RENTAL C    | 27810846-001   | 02/03/2015 | BOOM/TELESCOPIC/DSL            | 10-331-000-44000             | 1,038.95  |
| SHRED-IT US JV LLC          | 057664373      | 02/03/2015 | SHREDDING - CITY HALL          | 10-112-000-50500             | 64.20     |
| KC WIRELESS INC             | 44528          | 02/03/2015 | TIMER DELAY SWITCH             | 10-221-000-41000             | 130.00    |
| INTERPRETERS, INC           | 21972          | 02/03/2015 | TRAFFIC DOCKET/INTERPRETE      | 10-216-000-21302             | 72.25     |
| TOWN & COUNTRY DISPOSAL     | 53525          | 02/03/2015 | DISPOSAL SERVICE/PUBLIC W      | 10-331-000-26000             | 604.64    |
| MID-AMERICA REGIONAL        | 7884200-RVRPS  | 02/03/2015 | 2015 PROFESSIONAL DEVELO       | 10-223-000-36415             | 225.00    |
| CHILDREN'S MERCY HOSPITAL   | 01/19/15       | 02/03/2015 | LAB USAGE                      | 10-221-000-44514             | 52.00     |
| NEW DIRECTIONS BEHAVIORA    | 207628         | 02/03/2015 | 1ST QTR EAP SERVICES           | 10-115-000-21300             | 516.95    |
| MSHP CJ TECH, FUND          | 812HP531021107 | 02/03/2015 | MULES CIRCUIT CHARGES/1ST      | 10-223-000-43401             | 705.00    |
| 911 CUSTOM, LLC             | 7837           | 02/03/2015 | LIBERTY LENS RETRO KIT, 500    | 10-221-000-41000             | 224.06    |
| MR MAT                      | 506643         | 02/03/2015 | ENTRY MATS                     | 10-337-101-41500             | 21.25     |
| MR MAT                      | 506644         | 02/03/2015 | ENTRY MATS                     | 10-337-103-41500             | 21.25     |
| MR MAT                      | 506645         | 02/03/2015 | SWIPE TOWELS, DUST MOP,        | 10-337-104-41500             | 36.35     |
| MR MAT                      | 506646         | 02/03/2015 | ENTRY MATS                     | 10-337-102-41500             | 26.65     |
| SHRED-IT US JV LLC          | 057668277      | 02/03/2015 | SHREDDING - CITY HALL          | 10-112-000-50500             | 64.20     |
| SIGNATURE LANDSCAPE, INC    | 175571         | 02/03/2015 | FILL WATERFALL POND/REMO       | 10-336-112-42100             | 135.00    |
| TOWN & COUNTRY DISPOSAL     | 54048          | 02/03/2015 | DISPOSAL SERVICE/RESIDENTI     | 10-331-000-26000             | 4,494.13  |
| LOGO U UP, LLC              | 2531           | 02/03/2015 | SWAT SHIRTS                    | 10-221-000-53706             | 193.00    |
| EXECUTIME SOFTWARE, LLC     | 2743           | 02/03/2015 | Consulting                     | 10-112-000-21300             | 2,625.00  |
| ALPHAGRAPHICS #190          | 41077          | 02/03/2015 | NEWSLETTER                     | 10-112-000-32001             | 992.03    |
| DOUBLED D, INC              | 11399R         | 02/03/2015 | ICE CONTROL SALT               | 10-331-000-57000             | 5,365.75  |
| KC WIRELESS INC             | 44667          | 02/03/2015 | INSTALLED RADAR UNIT WIRE      | 10-221-000-41000             | 80.00     |
| MR MAT                      | 506915         | 02/03/2015 | ENTRY MATS                     | 10-337-101-41500             | 21.25     |
| MR MAT                      | 506916         | 02/03/2015 | ENTRY MATS                     | 10-337-103-41500             | 21.25     |
| MR MAT                      | 506917         | 02/03/2015 | ENTRY MATS                     | 10-337-102-41500             | 26.65     |
| JOHNSON BUSINESS CARDS      | 791            | 02/03/2015 | BUSINESS CARDS/MENDOZA         | 10-224-000-32000             | 50.00     |
| IPMA-HR                     | 24207106       | 02/03/2015 | <b>TEST &amp; ANSWER SHEET</b> | 10-226-000-36400             | 180.00    |
| IPMA-HR                     | 24207143       | 02/03/2015 | ENTRY FIRE TEST                | 10-226-000-36400             | 940.00    |
| DAY STAR                    | 527603-000     | 02/03/2015 | SENSOR OXYGEN                  | 10-226-000-40001             | 303.00    |
| BD OF POLICE COMMISSIONE    | M020488        | 02/03/2015 | ALERT SYSTEM USER - DECEM      | 10-223-000-43401             | 91.38     |
| TOWN & COUNTRY BUILDING     | A-4972014L11   | 02/03/2015 | JANITORIAL SERVICE - NOVE      | 10-337-103-44200             | 1,620.00  |
| 911 CUSTOM, LLC             | 7517           | 02/03/2015 | CONTROL HEAD CENCOM SAP        | 10-221-000-41000             | 274.20    |
| ENET, LLC                   | 4035           | 02/03/2015 | SERVICE/SUPPORT                | 10-112-000-40500             | 1,198.50  |
| ENET, LLC                   | 4036           | 02/03/2015 | SERVICE/SUPPORT                | 10-224-000-40500             | 4,539.00  |
| ENET, LLC                   | 4036           | 02/03/2015 | TONER CARTRIDGES               | 10-224-000-50500             | 707.99    |
| ENET, LLC                   | 4037           | 02/03/2015 | SERVICE/SUPPORT                | 10-216-000-40500             | 348.50    |
| CUNNINGHAM, VOGEL & ROS     | 88785          | 01/28/2015 | LEGAL SERVICE/CLASS SETTLE     | 10-112-000-20300             | 399.21    |
| PATEK & ASSOCIATES LLC      | 3048           | 02/03/2015 | CONSULTING SERVICE - FEBR      | 10-112-000-21300             | 3,500.00  |
|                             |                |            |                                | und 10 - GENERAL FUND Total: | 37,324.65 |
| Fund: 21 - CAPITAL IMPROVEN | MENTS FUND     |            |                                |                              |           |
| HDR/ARCHER ENGINEERS        | 00195991-B     | 02/03/2015 | PROJECT COORDINATION           | 21-047-000-53000             | 750.20    |
| OUTDOOR SERVICES K. C., INC | 596139         | 02/03/2015 | PRIVACY GATE                   | 21-025-000-53000             | 875.00    |
| CARPET CORNER INC           | 352334         | 02/03/2015 | CARPET - PUBLIC SAFETY         | 21-039-000-53000             | 24,490.00 |
| CARPET CORNER INC           | 352347         | 02/03/2015 | CARPET - PUBLIC SAFETY         | 21-039-000-53000             | 13,315.00 |
|                             |                |            | Fund 21 - CAPITAL              | IMPROVEMENTS FUND Total:     | 39,430.20 |

| Expense | Approval | Report |
|---------|----------|--------|
|         |          |        |

| Vendor Name                  | Payable Number | Post Date  | Description (Item) | Account Number              | Amount     |
|------------------------------|----------------|------------|--------------------|-----------------------------|------------|
| Fund: 30 - CAPITAL EQUIPMEN  | IT FUND        |            |                    |                             |            |
| ENET, LLC                    | 4036           | 02/03/2015 | SPEAKER BAR        | 30-112-000-62000            | 60.18      |
|                              |                |            | Fund 30 - CAF      | PITAL EQUIPMENT FUND Total: | 60.18      |
| Fund: 40 - TIF/LEVEE/RESERVE | FUND           |            |                    |                             |            |
| RIVERSIDE HORIZONS, LLC      | 1377           | 02/03/2015 | PILOTS PAYMENT     | 40-111-000-79600            | 69,125.42  |
|                              |                |            | Fund 40 - Ti       | F/LEVEE/RESERVE FUND Total: | 69,125.42  |
|                              |                |            |                    | Grand Total:                | 145.940.45 |
|                              |                |            |                    | Giana iotai.                | _~~,~~U.~~ |

Payment Dates: 2/3/2015 - 2/3/2015

# **Public Works Dept.**

# Memo

To: The Mayor and Board of Aldermen

From: Tom Wooddell

CC:

Date: 01/30/2015

Re: YMCA Pool Management Services 2015

Per the 2011 – 2015 Aquatic Management Agreement, The YMCA will provide swimming pool management and lifeguarding staff for the City swimming pool for the 2015 swim season under this resolution. The cost of this service under the terms of the agreement is \$67,460.00 for this season. This is the final year of the agreement for these services.

# A RESOLUTION AUTHORIZING AND APPROVING THE RENEWAL OF THE AQUATIC MANAGEMENT SERVICES AGREEMENT WITH THE YMCA FOR YEAR 2015.

**WHEREAS**, the City and Young Men's Christian Association of Greater Kansas City ("YMCA") entered into an Aquatic Management Services Agreement ("Agreement") dated March 11, 2011, for an initial term of three (3) years; and

**WHEREAS**, Article VII of the Agreement provides that the Agreement may be renewed by the City for two additional one year terms (2014 and 2015) as set forth in the proposal submitted by YMCA (i.e, 5% annual fee increase); and

WHEREAS, the City desires to exercise its right to renew the Agreement for year 2015.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:

**THAT** the Board of Aldermen ("Board") hereby authorizes and approves the renewal of the Aquatic Management Services Agreement with the YMCA for year 2015 in accordance with Article VII of the Agreement.

**FURTHER THAT** the Mayor, the City Administrator, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

| PASSED .             | AND ADOPTED | by the | Board   | of   | Aldermen     | of | the | City | of | Riverside, |
|----------------------|-------------|--------|---------|------|--------------|----|-----|------|----|------------|
| Missouri, the        | day of      | 2015.  |         |      |              |    |     |      |    |            |
|                      |             |        |         |      |              |    |     |      |    |            |
|                      |             |        |         |      |              |    |     |      |    |            |
|                      |             | _      |         |      |              |    |     |      |    |            |
| · mmean              |             | N      | layor K | athl | leen L. Rose | 9  |     |      |    |            |
| ATTEST:              |             |        |         |      |              |    |     |      |    |            |
|                      |             |        |         |      |              |    |     |      |    |            |
| B 11 T1 11 GI        |             |        |         |      |              |    |     |      |    |            |
| Robin Littrell, City | y Clerk     |        |         |      |              |    |     |      |    |            |

| Agreed and Accepted:                                  |        |
|-------------------------------------------------------|--------|
| YOUNG MEN'S CHRISTIAN ASSOCIAT<br>GREATER KANSAS CITY | ION OF |
| By:                                                   | -      |
| Print Name:                                           |        |
| Title:                                                |        |
| Date                                                  |        |

# AQUATIC MANAGEMENT SERVICES AGREEMENT

THIS AQUATIC MANAGEMENT SERVICES AGREEMENT (the "Agreement"), is made and entered into as of the 15th day of March, 2011, by and between YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER KANSAS CITY ("YMCA"), a not-for-profit corporation of the State of Missouri and the City of Riverside, Missouri ("CITY OF RIVERSIDE"):

### RECITALS

WHEREAS, CITY OF RIVERSIDE wishes to retain a qualified independent contractor to oversee and manage the day-to-day seasonal operations of CITY OF RIVERSIDE's outdoor swimming pool located at 4498 NW High Drive, Riverside, Missouri 64150 (the "City Pool"); and

WHEREAS, the primary purpose of the YMCA is to promote the spiritual, intellectual, social and physical welfare of all persons. To further promote the YMCA's primary purpose in the Kansas City Metropolitan Area, the YMCA, among other activities, manages swimming pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services and coordination of instructional and competitive swimming programs; and

WHEREAS, the YMCA, in furtherance of its primary purpose, desires to assist CITY OF RIVERSIDE in the management and operation of its City Pool facilities.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

# ARTICLE I SWIMMING POOL MANAGEMENT AND STAFFING

- 1.01 <u>In General</u>. During the Term set out below, the YMCA shall provide general management, direction and operating policy coordination for the City Pool. Those responsibilities shall include the following:
- 1.01.1 Pool Staffing; No Unauthorized Aliens. The YMCA will provide on-site staff from the YMCA which shall include a Head Lifeguard, Lifeguard Staff and a City Pool Manager. Such staff shall be assigned as hours of operation and activities require including all admission activities with either the Head Lifeguard or the City Pool Manager being on duty at all times. All Pool on-site YMCA staff shall be fully-certified lifeguards, with a current Lifeguard Training qualification, who have received C.P.R. training and certification as required for other YMCA pools in the Kansas City Metropolitan Area. The YMCA agrees to comply with, and provide any necessary affidavits under, R.S.Mo. Section 285.530 to confirm that it will not knowingly employ any person who is an unauthorized alien in connection with the services to be provided hereunder.

- 1.01.2 <u>Payroll/Administrative Functions</u>. The YMCA will manage and be solely responsible for all staffing and duties related to payroll preparation, payroll processing, staffing issues and such other administrative duties reasonably stemming from proper and professional staffing of the City Pool.
- 1.01.3 <u>Admission to City Pool</u>. The YMCA will provide qualified supervision staff trained for access control, as agreed by CITY OF RIVERSIDE and YMCA, during all hours of operation and for all activities located at the City Pool.
- 1.01.4 <u>Rules and Regulations</u>. The YMCA will use its reasonable best efforts to enforce all reasonable rules and regulations for the City Pool as may be established by CITY OF RIVERSIDE.

# ARTICLE II SWIMMING POOL MAINTENANCE

- 2.01 <u>In General</u>. During the Term set out below, the YMCA shall provide limited maintenance services for the City Pool as follows:
- 2.01.1 <u>Equipment and Supplies</u>. The YMCA will assist CITY OF RIVERSIDE from time to time with determining specifications for necessary equipment and supplies for the City Pool's operation.
- 2.01.2 <u>Maintenance and Cleaning</u>. The YMCA will provide necessary maintenance and cleaning of pools, decks, restrooms, locker rooms and showers, storage facilities and other areas of the City Pool prior to season opening and daily thereafter such that the pools and related facilities are maintained in a clean, uncluttered condition at all times. The YMCA will be responsible for maintaining the condition of the City Pool in conformity with the standards, rules and regulations set by the local health authority. The YMCA shall not be responsible for the condition of the City Pool, equipment and related buildings and facilities prior to signing of this Agreement. The YMCA will not be responsible for adverse conditions of the City Pool or surrounding areas caused by the action of CITY OF RIVERSIDE.
- 2.01.3 <u>Chemical Testing</u>. The YMCA shall maintain accurate chemical tests and usage records on a daily basis and maintain appropriate first aid kit(s) in compliance with local health standards and American Red Cross guidelines.
- 2.01.4 <u>Certain City Obligations</u>. If the City Pool needs chemical adjustment or its facilities need maintenance or repair, the YMCA will contact the Public Works Department of CITY OF RIVERSIDE. Said Public Works Department, as soon as reasonably possible, will provide the YMCA with the necessary chemicals to apply, or apply them, or will provide the necessary maintenance services, as the case may be. CITY OF RIVERSIDE will supply the YMCA with a cell phone for contacting its Public Works Department.
- 2.01.5 <u>Damage to City Pool Facilities</u>. Any damage to the City Pool and its facilities by CITY OF RIVERSIDE residents or other authorized users of the City Pool, or any damage caused by persons other than YMCA employees or agents, shall be the responsibility of CITY OF RIVERSIDE. Any structural or wear and tear repairs or maintenance and

replacements required for the City Pool and related equipment and to the building facilities related to the City Pool shall be the responsibility of CITY OF RIVERSIDE unless caused by the YMCA's, or its employees' or agents' negligence or willful misconduct.

# ARTICLE III COMPENSATION

CITY OF RIVERSIDE shall compensate YMCA for oversight and management of the City Pool hereunder for a fee of \$55,500 for the 2011 swimming season, to be billed in four equal monthly installments of \$13,875 each at the beginning of each month from June through September. CITY OF RIVERSIDE shall pay such invoices within ten (10) days of receipt. Compensation for additional years shall increase at the rate of 5% per year as set forth in the proposal dated February 15, 1011 and attached hereto as Exhibit "A".

# ARTICLE IV <u>DAYS AND HOURS OF OPERATION OF CITY POOL</u>

4.01 <u>Regular Hours</u>. The YMCA shall be responsible to open and operate the City Pool for open swim to the public from the Saturday prior to Memorial Day through Labor Day, during the following hours of operation:

Monday through Saturday: 12 p.m. to 8 p.m.

Sunday: 12 p.m. to 6 p.m.

- 4.02 Special Hours; Staffing Costs. City Pool availability at times other than regularly scheduled hours of operation and arrangements for use, shall be agreed upon in advance between the YMCA and CITY OF RIVERSIDE. CITY OF RIVERSIDE shall be responsible for payment to the YMCA for the hourly fee for lifeguards and other staff. The rate is \$15.00 per hour per lifeguard including 1/2 hour for cleanup. CITY OF RIVERSIDE agrees to use its reasonable best efforts to give the YMCA no less than three (3) weeks' notice of such events and the YMCA agrees to bill the City separately for these events.
- 4.03 <u>Pool Closures</u>. The YMCA reserves the right to close the City Pool during inclement weather at the reasonable discretion of the Head Lifeguard on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or if the temperature drops below 65 degrees (Health Department recommendation). The City Pool will reopen when the Head Lifeguard on duty deems it safe for persons to return to the water.

# ARTICLE V INSURANCE AND INDEMNIFICATION; RELATIONSHIP

- 5.01 <u>Insurance</u>. The parties shall maintain insurance as follows:
- 5.01.1 <u>YMCA</u>. During the Term of this Agreement, the YMCA shall maintain commercial liability insurance, including insurance covering the professional liability of its manager and lifeguards, with companies rated "A" or better by Best Insurance Guide, to protect

against any liability arising out of the performance of the YMCA's obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and CITY OF RIVERSIDE shall be named as an additional named insured on all such policies. The YMCA shall also maintain such Worker's Compensation insurance as is required by Missouri law, covering its employees and agents. At least five (5) days prior to the scheduled opening date of the City Pool, YMCA shall deliver to CITY OF RIVERSIDE certificate(s) of insurance evidencing compliance with this Section.

- 5.01.2 <u>CITY OF RIVERSIDE</u>. During the Term of this Agreement, CITY OF RIVERSIDE shall maintain Commercial Liability insurance with companies rated "A" or better by Best Insurance Guide, or by such other public entity risk management insurance pool, company or agency authorized to insure governmental entities in the State of Missouri, to protect against liability for existence hazards of the City Pool facilities and premises. The YMCA shall be named as an additional insured on all such policies. At least five (5) days prior to the opening date of the City Pool, CITY OF RIVERSIDE shall deliver to the YMCA certificate(s) of insurance evidencing compliance with this Section.
- 5.02 Relationship; Indemnity by YMCA. The parties agree that YMCA is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the City Pool, and that neither the YMCA nor any employee or agent of YMCA is an employee of CITY OF RIVERSIDE. The YMCA shall indemnify and hold harmless CITY OF RIVERSIDE from any and all liability, and all liability and claims, including reasonable attorneys' fees, arising out of or in any way connected with the negligent or willful misconduct performance by YMCA, its employees or agents of YMCA's obligations under this Agreement.

# ARTICLE VI OVERALL STANDARD OF CARE AND PERFORMANCE BY YMCA

Notwithstanding any other provisions of this Agreement, the YMCA in providing the City Pool and related facilities management and operational services described in this Agreement, shall not be required to do more, and shall not do less, than the YMCA generally does at YMCA owned and operated pools and facilities in the Kansas City Metropolitan Area which are similar to the City Pool.

# ARTICLE VII TERM

The YMCA Services under this Agreement shall be provided for a three (3) year period from Memorial Day through Labor Day in the years 2011, 2012 and 2013 (the initial "Term").and may be renewed by the City for two additional one year terms as set forth in the proposal submitted by YMCA

# ARTICLE VIII **FURTHER ACTIONS; REASONABLENESS AND AUTHORIZED REPRESENTATIVES**

- 8.01 Actions; Reasonableness and Cooperation. Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Agreement that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party in the course of performing and administering this Agreement be unreasonably made. The YMCA and CITY OF RIVERSIDE each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purpose and intent of this Agreement. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party, such approval shall be given or affirmatively withheld in writing within ten (10) days after it is requested in writing or it shall be deemed given.
- 8.02 Authorized Representatives. Until such time as either party shall appoint an alternative representative or representatives, the following named persons shall be deemed an authorized representative for such party with respect to this Agreement and the operation and management of the City Pool and related facilities and the other party shall be entitled to rely on the actions and communications of said person(s) to be those of such party so long as the same are within the scope of this Agreement:

CITY OF RIVERSIDE

YMCA:

Meredith Hauck

Mark Hulet and Gene Dooley David Byrd

# ARTICLE IX **DEFAULT AND REMEDIES**

- 9.01 Breach or Default. If either party fails to discharge any of its obligations under this Agreement the party failing to perform shall be in breach or default hereof.
- 9.02 Notice and Cure Rights. Notwithstanding anything to the contrary herein, neither party shall be considered to be in breach or default hereunder until the other party shall have notified the party failing to perform in writing describing such breach or default and such party shall have failed to reasonably cure the breach or default within ten (10) days after receipt of such notice, or if more than ten (10) days shall be reasonably required for such cure because of the nature of the breach or default, such party shall fail to proceed diligently to cure the same or complete such cure within a reasonable time. The party failing to perform shall, nevertheless, remain liable to the other party for any damages or loss caused prior to the cure of a breach or default, including, without limitation all reasonable fees and expenses (including attorneys' fees) incurred by the other party in obtaining such party's cure of a breach or default.

- 9.03 <u>Remedies</u>. In the event that a party fails to cure any breach or default within the time prescribed in Subsection 9.02, the other party may, without further notice or demand, pursue such rights and remedies as provided by law and equity generally with respect to the type of breach or default in question.
- 9.04 Payments/Performance "Under Protest". If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other party, or into any fund, or escrow, under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said party to institute permitted actions for the recovery of such protested sum, and if it shall be finally determined that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Agreement, together with interest thereon at the then "legal" or "judgment" interest rate under Missouri law if paid to the other party. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right on the part of said party to institute permitted actions for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said party to perform the same or any part thereof, said party shall be entitled to recover the cost of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Agreement, together with interest thereon at the then "legal" or "judgment" interest rate under Missouri law.

# ARTICLE X NOTICES

All notices required or desired to be given hereunder shall be in writing, and all such notices and other written documents required or desired to be given hereunder shall be hand delivered, or sent by registered or certified mail, or by a recognized overnight delivery service, such as FedEx, as follows:

If to CITY OF RIVERSIDE: CITY OF RIVERSIDE

2950 N.W. Vivion Road Riverside, MO 64150 Attention: Meredith Hauck

If to YMCA: YMCA

3100 Broadway, Suite 1020 Kansas City, MO 64111 Attention: Mark Hulet

With a copy to Lathrop & Gage LLP

YMCA's Counsel: 2345 Grand Boulevard, Suite 2200

Kansas City, MO 64108

Attention: Alfred R. Hupp, Esq. or

YMCA Responsible Attorney

Notices shall be deemed duly given upon hand delivery, or upon mailing, first class postage or overnight delivery charge prepaid, addressed as above indicated. A party may change its address for notices by written notice to the other party.

# ARTICLE XI MISCELLANEOUS

- 11.01 Entire Agreement; Modifications. All understandings and agreements heretofore between the parties relating to the operation and management of the City Pool are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.
- 11.02 Force Majeure. If, by reason of force majeure, either party is unable in whole or in part to carry out its obligations under this Agreement, such party shall not be deemed in default during the continuance of such inability, provided reasonably prompt notice thereof is given to the other party. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or military authority; insurrections, riots, terrorist acts; landslides, earthquakes; fires; storms, drought, floods or other severe weather conditions; explosions; breaks or accident to HVAC, utility lines, machinery, or waste disposal systems; or any other cause or event not reasonably within the control of such party and not resulting from its negligence or intentional wrongful acts or omissions. Provided, however, that this Section shall not be applicable to payments of monies due under this Agreement.
- 11.03 <u>Waivers</u>. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts.
- 11.04 <u>Binding Effect</u>. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns.
- 11.05 <u>Counterparts</u>. This Agreement may be executed at different times and in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement is sought.
- 11.06 <u>Captions</u>. The captions used in connection with the Articles, Sections and Subsections of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.

- 11.07 <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
- 11.08 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri with respect to contracts to be wholly performed herein.
- 11.09 No Third Party Beneficiaries. The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.
- 11.10 <u>Interpretation</u>. Unless otherwise specified herein, (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons or parties include successors and assigns.
- 11.11 When Effective. Notwithstanding any provision contained in this Agreement to the contrary, this Agreement shall become effective only after the execution and delivery of this Agreement by each of the parties hereto and no course of conduct, oral agreement or written memoranda shall bind either party with respect to the subject matter hereof except this Agreement.
- 11.12 <u>Survival</u>. In addition to any provisions expressly stated to survive termination of this Agreement, all provisions which by their terms provide for or contemplate obligations or duties of a party which are to extend beyond such termination (and the corresponding rights of the other party to enforce or receive the benefit thereof) shall survive such termination.
- 11.13 <u>Authority of Signatories</u>. Any person executing this Agreement in a representative capacity represents and warrants that such person has the authority to do so and, upon request, will furnish proof of such authority in customary form.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER

Murk Halt

KANSAS CITY

Presidents (

Date:

CITY OF RIVERSIDE, MISSOURI

Error! Unknown document property name. 8

Date: March 15, 2011

# MINUTES REGULAR MEETING PLANNING AND ZONING COMMISSION RIVERSIDE, MISSOURI

Thursday, January 22, 2015 6:30 p.m.

The Planning and Zoning Commission for the City of Riverside, Missouri, met in regular session at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri.

Chair Al Bowman called the meeting to order at 6:30 p.m. Answering roll call were Al Bowman, Ray Uhl, Harold Snoderley, Jim Frakes, Art Homer, and Mayor Kathy Rose. Also present: Jackie Carlson City Planner, Sarah Wagner Community Development, and Keith Payne, Fire Marshall. Members absent were Stephen King, Mike Soler, Steven Kaspar, and Mike Lombardo.

Approval of Minutes of January 8, 2015.

Commissioner Snoderley moved to approve the minutes of January 8, 2015, seconded by Commissioner Uhl. Motion passed 6-0.

Public Hearing- 4300 NW Mattox Road Rezoning Chair Bowman opened the public hearing at 6:3 p.m.

Sarah Wagner with Community Development gave a brief overview of the rezoning request. She explained that the property was rezoned from GP-I to PD in 2007, but no PD regulations were adopted governing this property. The applicant, NorthPoint Development is proposing PD regulation that are very similar to other regulations that have been adopted for the Horizons Development.

Eric Watts with NorthPoint Development stated that this building will look very similar to other buildings in the industrial park.

Chair Bowman closed the public hearing at 6:33 p.m.

Commissioner Uhl moved to recommend approval of the request to rezone property at 4300 NW Mattox Road to the Board of Aldermen, seconded by Commissioner Snoderley.

Motion passed 6-0.

Final Development Plan-4300 NW Mattox Road Sarah Wagner gave a brief overview of the request from NorthPoint Development for approval of a final development plan for a 36,668 sq.ft. industrial building on 2.1 acres. The request is in conformance with the approved Master Plan and UDO and staff does recommend approval of this request.

Eric Watts with NorthPoint Development gave an overview of the building layout, façade and landscaping.

Mayor Rose asked about outdoor storage. Watts replied that there will be no outdoor storage just a few semi trucks and box trucks for deliveries. There was also discussion about number of employees and growth potential.

Commissioner Homer moved to recommend approval of the final development plan for 4300 NW Mattox Road to the Board of Aldermen, seconded by Commissioner Uhl. Motion passed 6-0.

Final Development Plan-Premium Waters Jackie Carlson with Community Development gave a brief overview of the request from Premium Waters for approval of a final development plan to expand their warehouse by 105,000 sq.ft.. She explained that the applicant will be purchasing approximately 6.5 acres form the City for this expansion. She highlighted that the approved future truck parking from the northwest corner of the property will be moved to behind the expansion and that this expansion and parking will be heavily landscaped on the east side with a berm and tree plantings.

Commissioner Homer asked about access to the detention area. Carlson replied that the plat will reflect this easement.

Commissioner Snoderley moved recommend approval of the final development plan for Premium Waters to the Board of Aldermen, seconded by Commissioner Frakes.

Motion passed 6-0.

Adjourn

Commissioner Homer moved to adjourn at 6:43 p.m. Commissioner Uhl seconded and the meeting was adjourn 6-0.

Sarah Wagner Community Development



# City of Riverside- Staff Report PC15-02: Belgian Bottoms Business Park Lot 3 Rezoning (PD Regulations) 4300 NW Mattox Road

### **General Information**

**Applicant:** Horizons West Land, LLC

Location: 4300 NW Mattox Road

**Application:** Rezoning - Amendment to the regulations associated with the Planned Development

Existing Land Use: Undeveloped

Proposed Land Use: Industrial

Site Area: 94,060 square feet (2.159 acres)

**Procedure:** The procedure for a rezoning requires a public hearing before the Planning Commission after at least 15 days notice has been given in a newspaper of general circulation and mailings to property owners within 185 feet of the proposed project. The public notification requirements have been fulfilled for this application.

**Analysis:** In 2007 the property was rezoned from GP-I to PD, however no PD regulations were adopted at that time. It was stated that each development would be looked at on a case by case basis for conformance with the approved Master Paln. The utilization of PD regulations was specifically put in place so that the Planning Commission and Board of Aldermen would have the ability to review development plans for each property within the Horizons area to ensure that it meets the Master Plan approved by the City.

The proposed PD Regulations are very similar to the regulations adopted for other properties on the west side of Horizons. The regulations discuss minimum setback, approved building materials, parking and loading areas, outside storage, signage, landscaping, lighting, utilities and fences. The regulations are nearly identical to those adopted for the properties just to the south and southwest (Horizons West Plat / Yanfeng) and will help ensure a consistent look throughout the business park.

In conjunction with the rezoning, the applicant has also applied for approval of a final development plan, which provides additional information on the proposed industrial facility and site layout.

**Recommendation:** Staff recommends approval of the request to rezone property by adopting specific PD regulations as it is conformance with the Comprehensive Master Plan

#### **Attachments:**

- Proposed Horizons West Building I Planned Development Regulations

AN ORDINANCE AUTHORIZING AND ADOPTING AN AMENDMENT TO THE PLANNED DEVELOPMENT DISTRICT ADOPTED BY ORDINANCE 2007-135 AND APPROVING PLANNED DEVELOPMENT REGULATIONS IN CONNECTION THEREWITH IN ACCORDANCE WITH THE PROVISIONS OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE CITY OF RIVERSIDE, MISSOURI

**WHEREAS**, by and through Ordinance 2007-135, adopted by the Board of Aldermen on December 11, 2007, the property located at 4300 NW Mattox Road and legally described as Lot 3 of Belgium Bottoms Business Park (the "Property") was rezoned as a part of a larger tract of property from "GP-I – General Planned Industrial District" to "PD – Planned District" but planned development standards governing development of the Property were not adopted at that time, all as set forth in Ordinance 2007-135;

**WHEREAS**, Application No. PC15-02 was submitted to the City by Horizons West Land, LLC ("Developer") requesting a rezoning amendment for the establishment of PD Regulations that establish standards for the development for the Property as set forth in **Exhibit A** attached hereto and incorporated herein ("Horizons West Building I PD Regulations");

**WHEREAS**, City Staff finds said application to be in conformance with the standards set forth in the Unified Development Ordinance and the goals established in the Comprehensive Master Plan and recommends approval of the application;

**WHEREAS**, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing on January 22, 2015 to consider the application and the Planning Commission recommended that rezoning be approved for the purpose of establishing the Horizons West Building I PD Regulations for the Property; and

**WHEREAS**, after due public notice in the manner prescribed by law, the Board of Aldermen has hereby held a meeting to consider said application on this February 3, 2015, and based upon all of the information presented, find that the application is in conformance with the standards set forth in the Unified Development Ordinance and the goals established in the Comprehensive Master Plan and that it is in the best interest of the citizens of the City of Riverside to approve the rezoning of the Property with the Horizons West Building I PD Regulations upon the terms and conditions provided herein.

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

**SECTION 1 – BEST INTEREST OF THE CITY TO APPROVE HORIZONS WEST BUILDING I PD REGULATIONS.** It is in the best interests of the City in order to further the objectives of industrial and economic development of the City, as well as in furtherance of the objective to protect the health, safety, and welfare of the businesses and citizens of the City, to approve the rezoning of the Property with the Horizons West Building I PD Regulations set forth in **Exhibit A** and such regulations are hereby approved. Development of the Property shall be subject to and comply with such regulations together with all other provisions set forth in the City Code and Unified Development Ordinance of

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the City of Riverside. Such approval does not relieve Developer from following all other applicable codes and laws of the City of Riverside or other governmental agency, nor does it relieve Developer from submitting necessary site plans or applying for all necessary building permits, electrical permits, sign permits, or occupation licenses required by City Code. The Horizons West Building I PD Regulations shall have precedence where such conditions are more restrictive than those set forth in the City Code.

**SECTION 2 – AUTHORITY GRANTED**. The City hereby authorizes the Mayor, the City Administrator, the City Clerk, Special Counsel to the City and other appropriate City officials to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

<u>SECTION 3 – EFFECTIVE DATE</u>. This Ordinance shall be in full force and effect from and after its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 3<sup>rd</sup> day of February, 2015.

| ATTEST:                    | Kathleen L. Rose, Mayor                                     |
|----------------------------|-------------------------------------------------------------|
| Robin Littrell, City Clerk | Approved as to form:                                        |
|                            | Spencer Fane Britt & Browne LLP Special Counsel to the City |

# **EXHIBIT A**

# **HORIZONS WEST BUILDING I PD REGULATIONS**

# Horizons West Building I "PD" Regulations February 2015

- A. <u>Building Lines.</u> There shall be no minimum front and rear setback requirements for the Planned Development. Building separation shall be a minimum of sixty (60) feet and separation of buildings will be required to meet minimum separation standards governed by the adopted building code of the City. Building setbacks shall be set by final development plan and where applicable final plat.
- B. Building Materials and Construction. All buildings and other structures shall be constructed of attractive exterior sides of high quality materials including masonry, concrete, glass, and metal (when used in an incidental role). Specific materials which will be excluded include exposed (i) galvanized metal facades, (ii) nondecorative cinder or concrete block, and (iii) double T concrete panels. Exterior mechanical or electrical equipment, including, but not limited to, HVAC equipment shall be so placed or screened that the predominant design lines of the building or structure continue without visual distraction or interruption. If the function of the building or structure dictates placement of such equipment in such a manner or location that the building exterior walls themselves are unable to screen the equipment from view of adjacent existing or proposed streets or highways, they must be separately screened using materials compatible with the approved building materials with use of a an appropriately designed parapet wall and the height of such screening shall be equal to the height of the equipment to be screened; or with acceptable landscaping. Accessory buildings, enclosures, appurtenant structures to, or extrusions from, any building or structure shall be of similar or compatible materials, design and construction or shall be so located as to be substantially screened from public rights of ways.
- C. <u>Building Material Colors.</u> Color of materials used on the construction of all buildings, enclosures, and appurtenant structures shall be consistent throughout the entire development and will present a predominantly warm earth tone appearance. Exact color palette and materials will be approved by final development plan.
- D. <u>Parking</u>. Employee, customer, owner or tenant parking shall be the responsibility of the property owners and they shall provide all necessary parking facilities entirely on their property. Parking on private or public streets or highways within the subject property is expressly prohibited. All parking areas and drives and access shall be paved with an impervious surface equal to asphalt or concrete and maintained by the owner in a well-kept condition. Each parking space provided shall be designated by lines painted on the paved surfaces and shall be adequate in area, generally spaces will be sized nine feet wide by eighteen feet long (9' x 18') when a curb abuts and nine feet wide by twenty feet long (9' by 20') when not abutting a curb.

Adequate off-street parking shall be provided by each Owner and tenant for its customers, employees and visitors; and the parking ratios will be provided in the preliminary development plan and will be reviewed and approved by the City.

- E. Off-Street Loading. Provision for handling all truck service must be totally within the building site. Docks and loading areas facing non-industrial uses within the development shall be screened in accordance with the landscape provisions described in the PD regulations. All loading areas shall be paved with an impervious surface equal to asphalt or concrete. All side and rear loading service areas shall be properly screened from view from all existing or proposed streets, roads, or highways by walls, earth berms, and/or plant material.
- F. <u>Outside Storage and Equipment.</u> Outside storage areas are not permitted within the Planned Development unless specifically identified and approved as part of the final development plan or, if the final development plan has already been approved, a special use permit must be obtained. Outside storage and equipment shall be in accordance with the following standards:
  - Submittals: Included on the final development plan or with the special use permit application must be list of all the items to be stored. The list will include a description and photo/sketch of the items. The storage area must be cleared delineated on a site plan.
  - Location: All outside storage shall be located in either a side or rear yard. No outdoor storage shall be located within ten (10) feet of a street line.
  - Screening: All outside storage shall be adequately screened with landscaping, decorative walls or other screening devices that complement the building design and layout of the site.
  - Appearance: All outside storage shall have a neat and orderly appearance.
  - Setback: Outside storage areas shall comply with all setback requirements.
  - Height: The height of stored items should not exceed 15 feet, unless the items are completely screened from public view, but shall never exceed the height of the building.

This regulation does not apply to the customary truck and trailer parking activities associated with tenants inside the Planned Development.

Each Owner and tenant shall keep its premises, buildings and improvements and appurtenances in a safe, sightly, clean, neat and wholesome condition, and shall comply in all respects with all governmental, health and police requirements. Each Owner and tenant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its property and shall keep unlandscaped and landscaped areas neat and well-maintained. Rubbish and trash shall not be disposed of on the premises by burning in open fires or incinerators. All rubbish and trash containers shall be properly screened by an appropriate enclosure.

G. <u>Signage</u>. No sign shall be erected, placed or otherwise installed upon a building site or affixed to a building, structure, or other improvement erected on a building site until the plans for such sign have been approved by the City. Flashing or moving signs shall be prohibited. Product or service replicas or models shall be prohibited, unless allowed per the Unified Development Ordinance, and the location, size, design and color of all signs must be in keeping with the character of the area.

Each individual business shall be allowed a maximum of one (1) monument sign and three (3) wall signs.

- l. <u>Monument Sign.</u> Monument signs shall be located on the premises of the business and be at least three (3) feet from the street right-of-way. The total area of the sign, including the sign face, base and supporting or decorative elements, shall not exceed sixty-four (64) square feet with a maximum height of ten (10) feet about the average grade.
- 2. <u>Building Facade Signs.</u> Building Façade Signs shall be attached to the building to identify individual businesses. Each individual business may have a maximum of three (3) wall signs per building, with a maximum of one (1) sign per side of building. The maximum sign face per sign shall be one-hundred twenty (120) square feet, except for businesses that occupy a single building the maximum sign face per sign shall be one-hundred fifty (150) square feet. For signs with one line of copy, the maximum letter height shall be sixty (60) inches per letter. For signs with two lines of copy, the maximum letter height shall be forty-eight (48) inches per letter.
- 3. <u>For Sale or Lease Signs.</u> A temporary wood, metal, or plastic sign may be erected on a developed building site to offer the property for sale or lease. One (1) such sign, having a maximum area of thirty-two (32) square feet for buildings less than 50,000 square feet, forty-five (45) square feet for buildings more than 50,000 square feet but less than 150,000 square feet, and sixty (60) square feet for buildings more than 150,000 square feet.
- 4. <u>Temporary Signs.</u> Paper signs, stickers, transfers, signs printed or affixed to, or visible through the windows, doors or exterior walls of a building or other signs of a temporary character or purpose, regardless of the composition of the sign or the materials used therefore, are expressly prohibited.
- 5. <u>Construction Signs.</u> A temporary wood, metal, or plastic sign will be allowed during the construction of a building project. Such signs may be either single or double faced with each face having a maximum area of sixty (60) square feet for building sites, less than five (5) acres and eighty square feet for building sites of five (5) acres or more. All signs permitted under this provision will be removed immediately upon issuance of an occupancy permit for any building constructed on the site.
- H. <u>Landscaping.</u> All open areas on any building site not occupied by buildings, storage, parking, access roads and loading shall be suitably graded with a slope not to exceed 4:1 to allow for mowing, and drained and shall be maintained in lawn, trees, and/or shrubs, including lawn irrigation in all such areas. It is the intent of these regulations to provide a park-like setting for the buildings, as well as to screen objectionable areas. Building sites shall be landscaped in accordance with following:

<u>Building Frontage at Street:</u> 1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8' ht) for every 40 feet of street frontage to be planted along the street right-of-way.

Common Area side or Building Rear: 1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8' ht) for every 50 feet of frontage on common area such as, lakes and canals. Parking Lots: Landscaped islands should be added at the ends of all parking rows and should be bermed and planted with either sod or landscaping.

- 1 Shade Tree (2-1/2" cal.) or Evergreen Tree (8' ht) for every 200 square foot of parking lot islands.
- Parking lot screening is encouraged where green space exists. Screening should be shrubs 3' in height not exceed 20% of the total frontage.

<u>Building Foundation:</u> Building foundations should be landscaped at building entries and sides with groundcovers, shrubs and ornamental trees.

The landscape development, having been installed, shall be maintained by the owner in a neat and adequate manner, which shall include the mowing of lawns, trimming of hedges, other such maintenance and watering including the installation of lawn irrigation on all sites. The landscaping shall be implemented and completed within three (3) months of the issuance of a temporary certificate of occupancy of the building; however, the City Building Inspector may extend this timeframe to a maximum of six (6) months due to weather concerns.

- I. <u>Exterior Lighting.</u> Lighting of buildings and public areas, such as parking, plazas, landscaping, fountains, sculptures, and walkways is required. All site lighting will be accomplished by using concealed source fixtures with a minimum average illumination in accordance with the requirements of the City of Riverside, Missouri. All exterior lighting will be metal halide or white in color and constant in nature, specifically excluding traveling, flashing or intermittent illumination of any kind and must be so arranged or shielded as to avoid glare or reflection onto any adjacent existing or proposed streets, highways, ponds or building sites. Pole mounted fixtures will have a maximum pole height of thirty-two (32) feet, including the base.
- J. <u>Underground Utilities, Pipes, Etc.</u> No pipe, conduit, cable, line or the like for water, gas, sewage, drainage, steam, electricity, or any other energy or service shall be installed or maintained upon any building site (outside of any building) above the surface of the ground.
- K. <u>Fencing</u>. All fencing on any building site shall be compatible with the building materials used in the construction of the major structure on said building site. Chain link fencing shall be finished with a black powder coat.
- L. <u>Animals.</u> No livestock, poultry or other animals shall be kept on any part of the Planned District.



## City of Riverside Staff Analysis Report

Case Number PC15-03, Final Development Plan 4300 NW Mattox Road

#### **General Information**

**Applicant:** Horizons West Land, LLC

Location: 4300 NW Mattox Road

**Application:** Final Development Plan

**Zoning:** PD- Planned Development

**Existing Land Use:** Undeveloped

**Proposed Land Use:** Light Industrial- Horizons West Building 1

Final Development Plan: Final Development Plan will be reviewed by the Planning

Commission and the Board of Aldermen for approval.

**Site Area:** 94,060 sq.ft. (2.159 acres)

Building Size: 36,668 sq. ft.

**Building to Area Ratio**: Approximately 39%

#### Analysis

**Site Layout:** The proposed site is undeveloped as well as a portion of the surrounding properties. The property is bound on the north by Knappco Corporation and to the west by Belgium Boulevard. The east side of the property is bordered by Mattox Road and the south portion of the property is bordered by 43<sup>rd</sup> Street. The site will have three access points. One entrance at the northwest corner, one at the northeast corner and one to the southwest.

The building will run east-west with the main entrances being located on the east side of the building. Standard car parking is provided on the east and west and truck parking and loading/unloading areas and docks will be located on the west side of the building.

**Parking:** The plan proposes 25 standard parking spaces designated for customers and employees on the east side of the building. This is less than the 1 per 1,000 sq.ft.required by code, however, the approved PD does allow for variations in this requirement. Staff has reviewed the proposed number of parking spaces and does feel that adequate parking is provided. There are 12 truck/trailer parking spaces on the west side of the building.

#### **Infrastructure:**

Sanitary Sewer: Sanitary sewer is located along NW Mattox Road

Water: Water is located along NW Mattox Road Gas: Gas is located along NW Mattox Road

Electric: Electric is located along NW Mattox Road

**Stormwater:** Stormwater from this site will drain to the south and east of the property where it

will enter the swale and be conveyed into the regional detention system.

**Building Design:** The building will be constructed of insulated precast concrete wall panels. The applicant will be applying for Leadership in Energy and Environmental Design (LEED) Certification. The applicant has provided color building elevations. The building matches the theme throughout The Horizons Development. To provide variation to the buildings, the office portion of the building is extended from the general façade along the southeast corner of the building creating a bump out, as well as another building articulation by height variations at the southwest corner of the building. The building will include elements of glass typically not seen incorporated into industrial buildings. These glass elements will be heavily concentrated on the east side of the building to increase natural light into the office areas and provide architectural elements along Mattox Road.

**Outdoor Storage:** Horizons West Building 1 does not have any current outdoor storage needs. The building is designed to be an industrial type use so the parking of trucks and trailers is anticipated. The truck trailer parking will be on the west side of the building and will be screened with landscaping elements along the street. Any future outdoor storage needs would require the approval of a special use permit.

**Landscaping:** The approved PD regulations note four components of landscaping.

- Building frontage at the street (1 tree / 40 ft of street frontage): 21 required, 27 provided
- Building foundation (groundcover, shrubs and ornamental trees): Landscaping is included near the main entrance and around the vehicular parking area near the main entrance.
- Common areas frontage or building rear (1 tree / 50 ft of frontage): The site does not abut any common areas. The rear of the building faces Belgian Boulevard, which will have some tree plantings. Additionally, trees will be planted along the north property at 1 tree per 50 feet of frontage.
- Parking lots (1 tree / 200 sf of parking lot islands): There are no proposed parking lot islands due to the small size of the parking lots, however, landscaping is included around the perimeter of the lots.

**Signage:** Site signage is regulated by the adopted PD regulations for the Riverside Horizons Development. At this time the applicant has not submitted any sign plans.

Comprehensive Master Plan: Throughout the development of the Comprehensive Master Plan it was articulated by participants that improving community image/character and the quality and design of buildings was a key concern. Additionally, the Comprehensive Master Plan identifies the site as part of the 'Horizons Development', which is ultimately envisioned to include a mix of innovation and industry, mixed use, destination office, destination retail and recreation. The building design, architectural elements and landscaping are in conformance with these goals.

#### **Recommendation**

Staff finds the application in conformance with the standards set forth in the UDO and the goals established in the Comprehensive Master Plan and therefore recommends approval of the application.

#### **Attachments**

- Final Development Plan
- Location Map

| ORDINA | ANCE NO. | - |
|--------|----------|---|
|--------|----------|---|

# AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR LAND LOCATED AT 4300 NW MATTOX RD., RIVERSIDE, MISSOURI, IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF RIVERSIDE

**WHEREAS**, Application No. PC15-03 was submitted to the City by Horizons West Land, LLC for approval of a Final Development Plan for construction of an approximately 36,668 square foot industrial facility ("Development Plan") located on an approximately 94,060 square foot tract of land at 4300 NW Mattox Rd., Riverside, Missouri;

**WHEREAS**, the Planning Commission held a meeting on January 22, 2015 to consider said application and recommended that the Development Plan be approved;

**WHEREAS**, City Staff finds said application to be in conformance with the standards set forth in the Unified Development Ordinance and the goals established in the Comprehensive Master Plan and recommends approval of the application; and

WHEREAS, the Board of Aldermen find that: (1) the application is in conformance with the standards set forth in the Unified Development Ordinance and the goals established in the Comprehensive Master Plan; (2) the Development Plan is deemed to be in substantial compliance with the approved preliminary development plan; and (3) it is in the best interests of the City in order to further the objectives of industrial and economic development of the City, as well as in furtherance of the objective to protect the health, safety, and welfare of the businesses and citizens of the City, to approve the Development Plan as set forth herein.

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

SECTION 1 – BEST INTEREST OF THE CITY TO APPROVE DEVELOPMENT PLAN.

# It is in the best interests of the City in order to further the objectives of industrial and economic development of the City, as well as in furtherance of the objective to protect the health, safety, and welfare of the businesses and citizens of the City, to approve the Development Plan, attached hereto as **Exhibit A** and incorporated herein, for development of property located at 4300 NW Mattox Rd., Riverside, Missouri, and legally described as set forth on **Exhibit B** attached hereto and incorporated herein, and such Development Plan is hereby approved, subject to the continued compliance

provided herein, to allow for the construction of an industrial facility according to such plan.

<u>SECTION 2 – CONTINUING COMPLIANCE</u>. The following continuing compliance obligations shall apply with regard to the Development Plan approved for development of the property:

1. The approval of the Development Plan does not relieve the developer from compliance with all other applicable local, state and

federal laws, codes, ordinances, and regulations. The developer is required to request and obtain approval for all necessary permits to begin constructing the development.

**SECTION 3 – AUTHORITY GRANTED**. The Mayor, the City Administrator, Special Counsel to the City, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this ordinance an to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

<u>SECTION 4 – EFFECTIVE DATE</u>. This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 3<sup>rd</sup> day of February, 2015.

| ATTEST:                    | Kathleen L. Rose, Mayor  Approved as to form:                             |
|----------------------------|---------------------------------------------------------------------------|
| Robin Littrell, City Clerk | Approved as to form:                                                      |
|                            | Spencer Fane Britt & Browne LLP Special Counsel to the City by Joe Bednar |

2

WA 6569460.2

## **EXHIBIT A**

#### **FINAL DEVELOPMENT PLAN**

3 WA 6569460.2

### **EXHIBIT B**

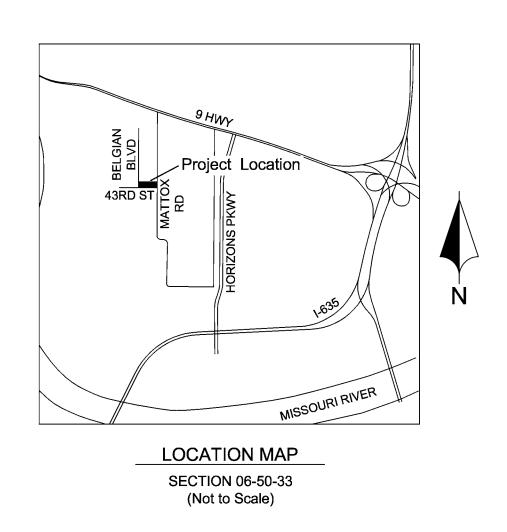
#### **LEGAL DESCRIPTION**

ALL OF LOT 3 BELGIUM BOTTOMS BUSINESS PARK

4 WA 6569460.2

# Seattle Fish Final Development Plans

Lot 3, Belgian Bottoms Business Park, A Subdivision in the City of Riverside, Platte County, Missouri



## Flood Plain Note:

Flood Plain Note: According to the F.E.M.A. Flood Insurance Rate Map Number 2902960001B, revised June 4, 1987, and revised by Letter of Map Revision (LOMAR), Case No.04-07-A556P, effective date August 31, 2006, this tract lies in OTHER AREAS, Zone "X". This area is protected from the 0.2% annual chance flood by levee, dike or other structure subject to possible failure during larger floods

## UTILITY CONTACT INFORMATION

| City Engineer             | <u>Sanitary</u>                    |
|---------------------------|------------------------------------|
| Riverside City Engineer   | City of Kansas City Missouri-Sewer |
| Phone: 816.741.3993       | Phone: 816.784.1010                |
|                           |                                    |
| <u>Water</u>              | Telephone                          |
| Missouri American Water   | Southwestern Bell                  |
| Phone: 816.471.2991       | Phone: 816.513.5000                |
|                           |                                    |
| <u>Electricity</u>        | Time Warner Cable                  |
| Kansas City Power & Light | Phone: 816.222.5952                |
| Phone: 816.471.KCPL       |                                    |
|                           | Cable TV                           |

Phone: 816.756.5252

Time Warner Cable

# BENCHMARK

BM#1 "

"Cut Northwest Corner of 6'x4' Curb Inlet approx. 330' North of Intersection of 43rd Street and Mattox Road on West side of Mattox Road.

ELEV: 747.48

"☐" Cut Northwest Corner of 6'x4' Curb Inlet approx. 110' South of Intersection of 43rd Street and Mattox Road on West side of Mattox Road.

ELEV: 747.44

## LEGEND

|          | Existing Section Line      |                                           | Proposed Right-of-Way     |
|----------|----------------------------|-------------------------------------------|---------------------------|
|          | Existing Right-of-Way Line |                                           | Proposed Property Line    |
|          | Existing Lot Line          |                                           | Proposed Lot Line         |
|          | Existing Easement Line     |                                           | Proposed Easement         |
|          | Existing Curb & Gutter     |                                           | Proposed Curb & Gutter    |
|          | Existing Sidewalk          |                                           | Proposed Sidewalk         |
|          | Existing Storm Sewer       |                                           | Proposed Storm Sewer      |
|          | Existing Storm Structure   |                                           | Proposed Storm Structure  |
|          | Existing Waterline         | А                                         | Proposed Fire Hydrant     |
|          | Existing Gas Main          |                                           | Proposed Waterline        |
| SAN      | Existing Sanitary Sewer    |                                           | Proposed Sanitary Sewer   |
| <b>S</b> | Existing Sanitary Manhole  | •                                         | Proposed Sanitary Manhole |
|          | Existing Contour Major     |                                           | Proposed Contour Major    |
|          | Existing Contour Minor     |                                           | Proposed Contour Minor    |
|          |                            | "00 007 107 001 007 007 007 007 007 007 0 | Future Curb and Gutter    |

## INDEX OF SHEETS

| C1  | Title Sheet          |
|-----|----------------------|
| C2  | General Layout       |
| C3  | Grading Plan         |
| C4  | Storm Sewer Layout   |
| C5  | Erosion Control Plan |
| I 1 |                      |
| LI  | Landscaping Plan     |

### LEGAL DESCRIPTION

Lot 3, BELGIAN BOTTOMS BUSINESS PARK LOTS 1-3, a subdivision in Riverside Platte County, Missouri.

LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY AS CONVEYED TO THE CITY OF RIVERSIDE, MISSOURI BY RIGHT OF WAY DEED RECORDED MAY 31, 2012 AS INSTRUMENT NO. 2012007767 IN BOOK 1191 AT PAGE 578:

All that part of Lot 3, Belgian Bottoms Business Park Lots 1-3, a subdivision in the Southeast Quarter of Section 6, Township 50 North, Range 33 West, in the City of Riverside, Platte County, Missouri, described as follows:

COMMENCING at the Southwest comer of the Southeast Quarter of Section 6, Township 50 North, Range 33 West; thence South 89 degrees 23 minutes 51 seconds East along the South line of the Southeast Quarter of said Section 6 a distance of 1004.93 feet to a point on the Southerly prolongation of the West right of way line of Mattox Road; thence North 0 degrees 15 minutes 59 seconds East along the West right of way line of Mattox Road and its prolongation a distance of 1459.42 feet to the Southeast corner of Lot 3, Belgian Bottoms Business Park Lots 1-3, the POINT OF BEGINNING; thence North 89 degrees 27 minutes 43 seconds West a distance of 38.44 feet to a point; thence North 33 degrees 56 minutes 41 seconds East a distance of 33.25 feet to a point; thence North 0 degrees 15 minutes 59 seconds East a distance of 151.23 feet to a point on the North line of said Lot 3; thence South 89 degrees 44 minutes 46 seconds East along the North line of said Lot 3 a distance of 20.00 feet to the Northeast corner thereof, said point also lying on the West right of way line of Mattox Road; thence South 0 degrees 15 minutes 59 seconds West along the West right of way line of Mattox Road a distance of 179.08 feet to the POINT OF BEGINNING.

## GENERAL NOTES

- 1. All construction shall conform to the City of Riverside's Municipal Code.
- All traffic control shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD)
   The contractor or his concrete supplier shall, at the contractor's expense, submit a
- 3. The contractor or his concrete supplier shall, at the contractor's expense, submit a concrete mix design for annual approval by the Kansas City Metro Materials Board (KCMMB) prior to placement of concrete in the Public Street Right of Way. Additional information regarding KCMMB approved concrete mix designs is available at www.kcmmb.org.
- 4. The contractor is responsible for the protection of all property corners and section corners. Any property corners and/or section corners disturbed or damaged by construction activities shall be reset by a Registered Land Surveyor licensed in the State of Kansas, at the contractor's expense.
- 5. The contractor shall be responsible for the restoration of the right-of-way and for damaged improvements such as curbs, driveways, sidewalks, street light and traffic signal junction boxes, traffic signal loop lead ins, signal poles, irrigation systems, etc. Damaged improvements shall be repaired in conformance with the latest City standards and to the City's satisfaction.
- 6. The contractor is responsible for providing erosion and sediment control BMPs to prevent sediment from reaching paved areas, storm sewer systems, drainage courses and adjacent properties. In the event the prevention measures are not effective, the contractor shall remove any debris, silt, or mud and restore the
- right-of-way, or adjacent properties to original or better condition.

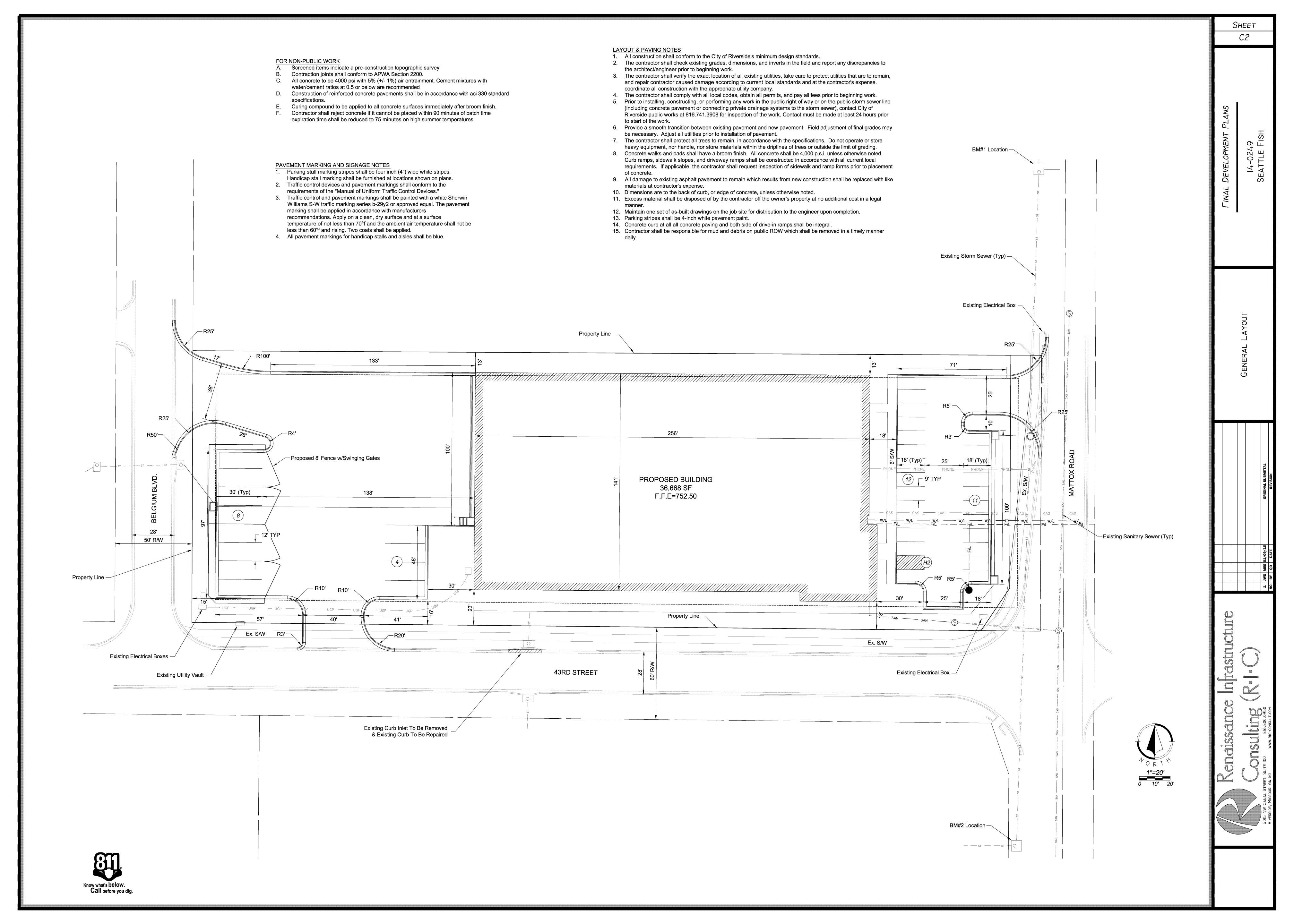
  7. The contractor shall remove existing trees and shrubbery within the right-of-way adjacent to future thoroughfare improvements.
- 8. The contractor shall sod all disturbed areas within the public street right-of-way unless otherwise noted on the plans or if specific written approval is granted by the
- Excavation for utility work in public street right-of-way requires a Right-of-Way Work
   Permit from the Public Works Department, in addition to all other permits.

   All work shall be confined within easements and/or construction limits as shown
- 11. Public and Private utility facilities shall be moved or adjusted as necessary by the owners to fit the new construction unless otherwise noted on the plans. The Developer is responsible for the cost of utility relocations unless otherwise indicated on the plans.

# ZONING

The project is currently zoned PD Planned Development.





|                                                       |     |                                                | 1. All construction shall conform to the City of Riverside's minimum design standards. 2. Spot Grades shown herein shall govern over finished grades. 3. The contractor shall provide evidence that his insurance meets the requirements of the Project. 4. All traffic control shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD). 5. The contractor is responsible for the protection of all property corners and section corners. Any property corners and/or section corners disturbed or damaged by construction activities shall be reset by a Registered Land Surveyor licensed in the State of Missouri, at the contractor's expense. 6. The contractor shall be responsible for the restoration of the right-of-way and for damaged improvements such as curbs, driveways, sidewalks, street light and traffic signal junction boxes, traffic signal loop lead ins, signal poles, irrigation systems, etc. Damaged improvements shall be repaired in conformance with the latest City standards and to the City's satisfaction. 7. The contractor is responsible for providing erosion and sediment control BMP's to prevent selement from reaching paved areas, storm sewer systems, drainage courses and adjacent properties. In the event the prevention measures are not effective, the contractor shall remove any debris, silt, or mud and restore the right-of-way adjacent to future thoroughfare improvements. 9. The contractor shall so all disturbed areas within the public street right-of-way unless otherwise noted on the plans or if specific written approval is granted by the City. 10. All public street sidewalk ramps constructed will be required to comply with the Americans with Disabilities Act (ADA). 11. Excavation for utility work in public street right-of-way requires a Right-of-Way Work Permit from the Public Works Department, in addition to all other permits. 12. All work shall be contined within easements and/or construction limits as shown on the plans. 13. Curb stakes and hubs shall be provided at all high points, low poin |
|-------------------------------------------------------|-----|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 750                                                   |     |                                                | 749  748  752  751  752  751  752                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 15' U/E  15' U/E  15' U/E                             | 750 | PROPOSED BUILDING<br>36,668 SF<br>F.F.E=752.50 | PHONE |
| PELGIUM  752  UGP | 757 |                                                | ATTOX ROAD  MATTOX ROAD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

43RD STREET



# Flood Plain Note:

Flood Plain Note: According to the F.E.M.A. Flood Insurance Rate Map Number 2902960001B, revised June 4, 1987, and revised by Letter of Map Revision (LOMAR), Case No.04-07-A556P, effective date August 31, 2006, this tract lies in OTHER AREAS, Zone "X". This area is protected from the 0.2% annual chance flood by levee, dike or other structure subject to possible failure during larger floods.

Ex. S/W

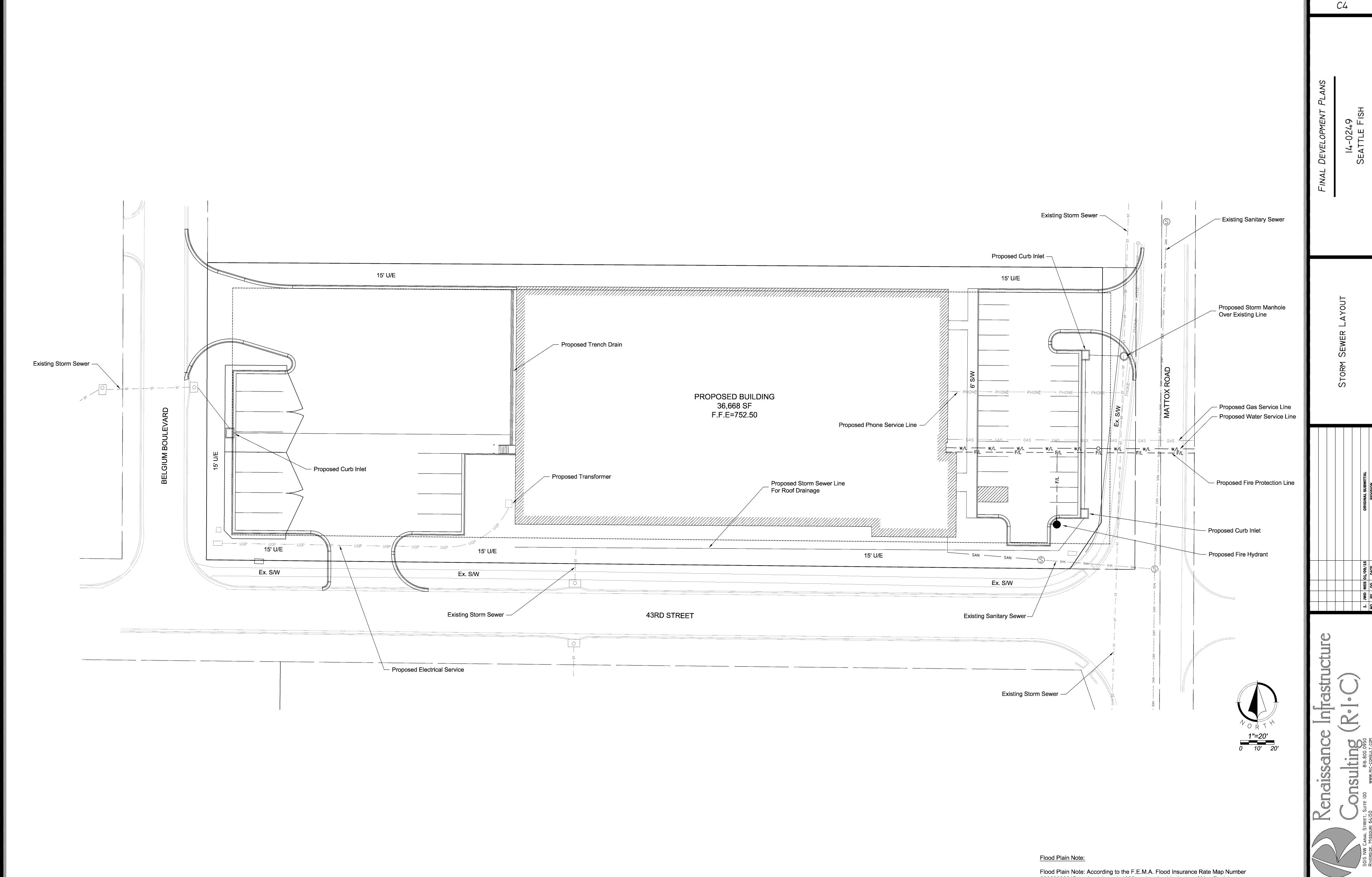


G PLAN

MES 01/09/15 ORIGINAL SUBMITTAL

QD DATE REVISION

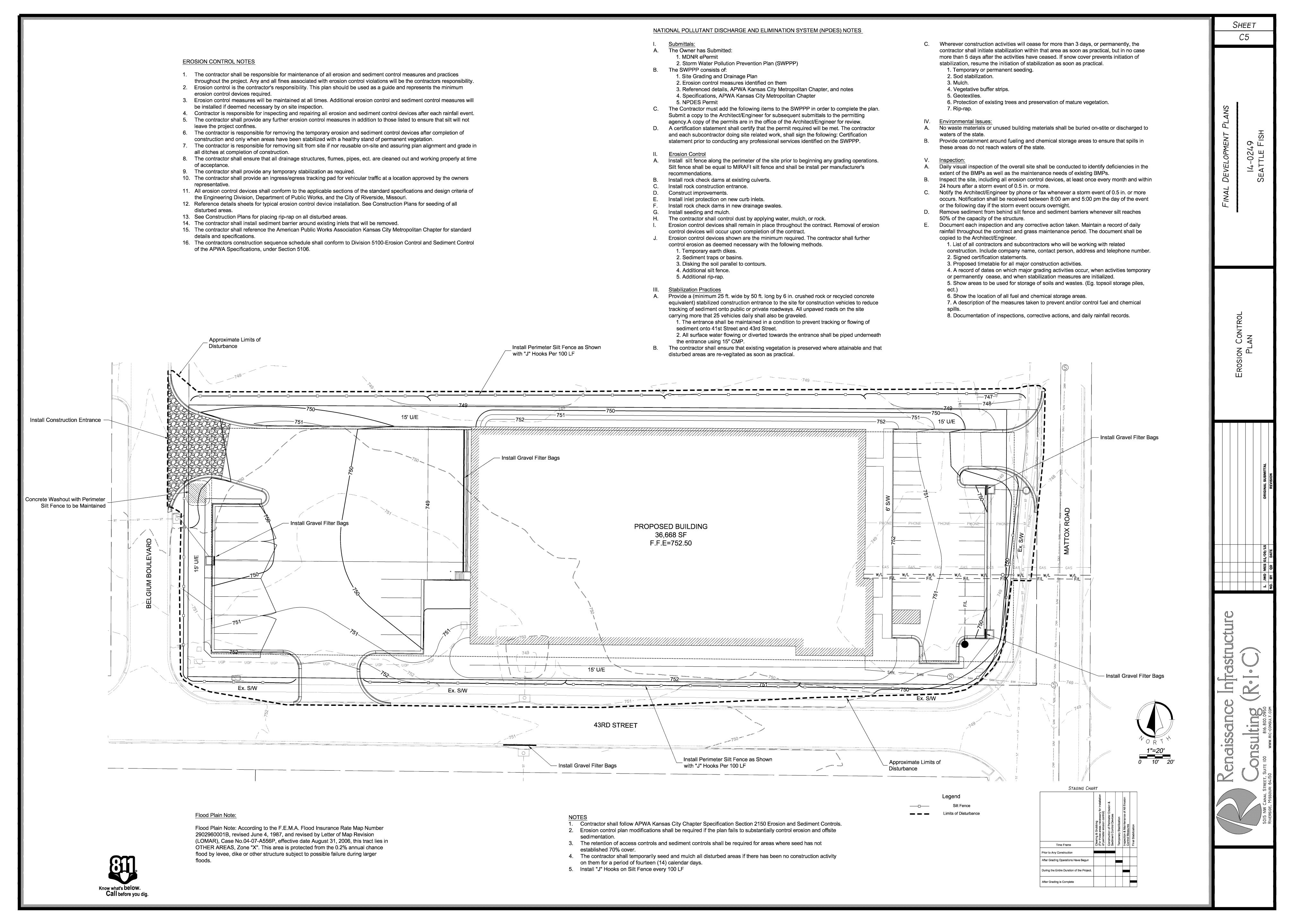


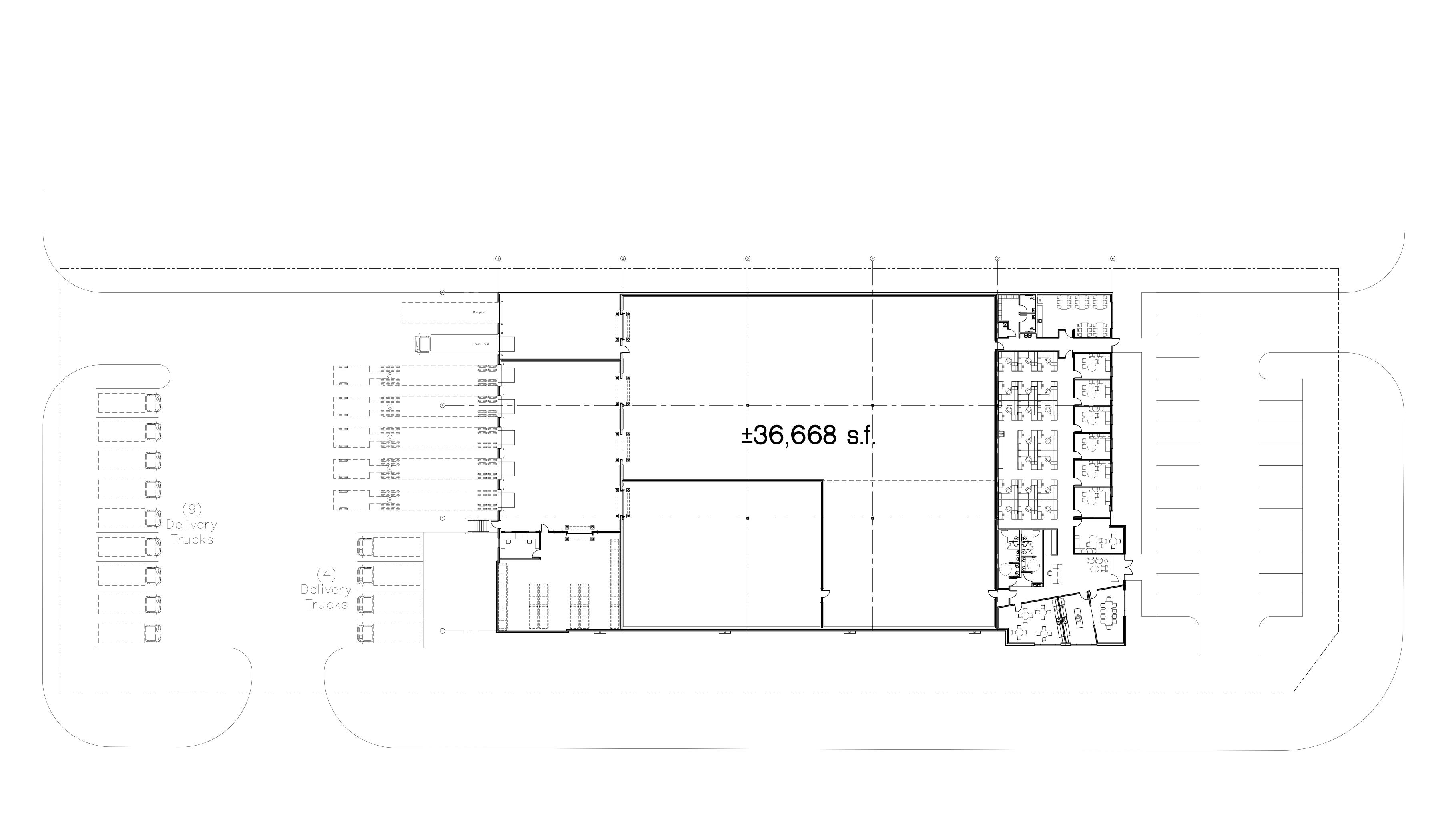


Flood Plain Note: According to the F.E.M.A. Flood Insurance Rate Map Number 2902960001B, revised June 4, 1987, and revised by Letter of Map Revision (LOMAR), Case No.04-07-A556P, effective date August 31, 2006, this tract lies in OTHER AREAS, Zone "X". This area is protected from the 0.2% annual chance flood by levee, dike or other structure subject to possible failure during larger floods.

SHEET









To Be Located At:

RIVERSIDE
HORIZONS

43rd Street & Mattox Road Riverside, Missouri 64150

Project No.: 1239.22

Issued For: FINAL DEVELOPMENT PLAN
REVISIONS

Date Description

\_\_\_\_

REGISTRATION

PRELIMINATION CONSTRUCTION

SHEET TITLE

North Point DEVELOPMENT

PROJECT TEAM

ARCHITECT FINKLEIWILLIA

ARCHITECTU

LANDSCAPE

STRUCTURA PLUMBING

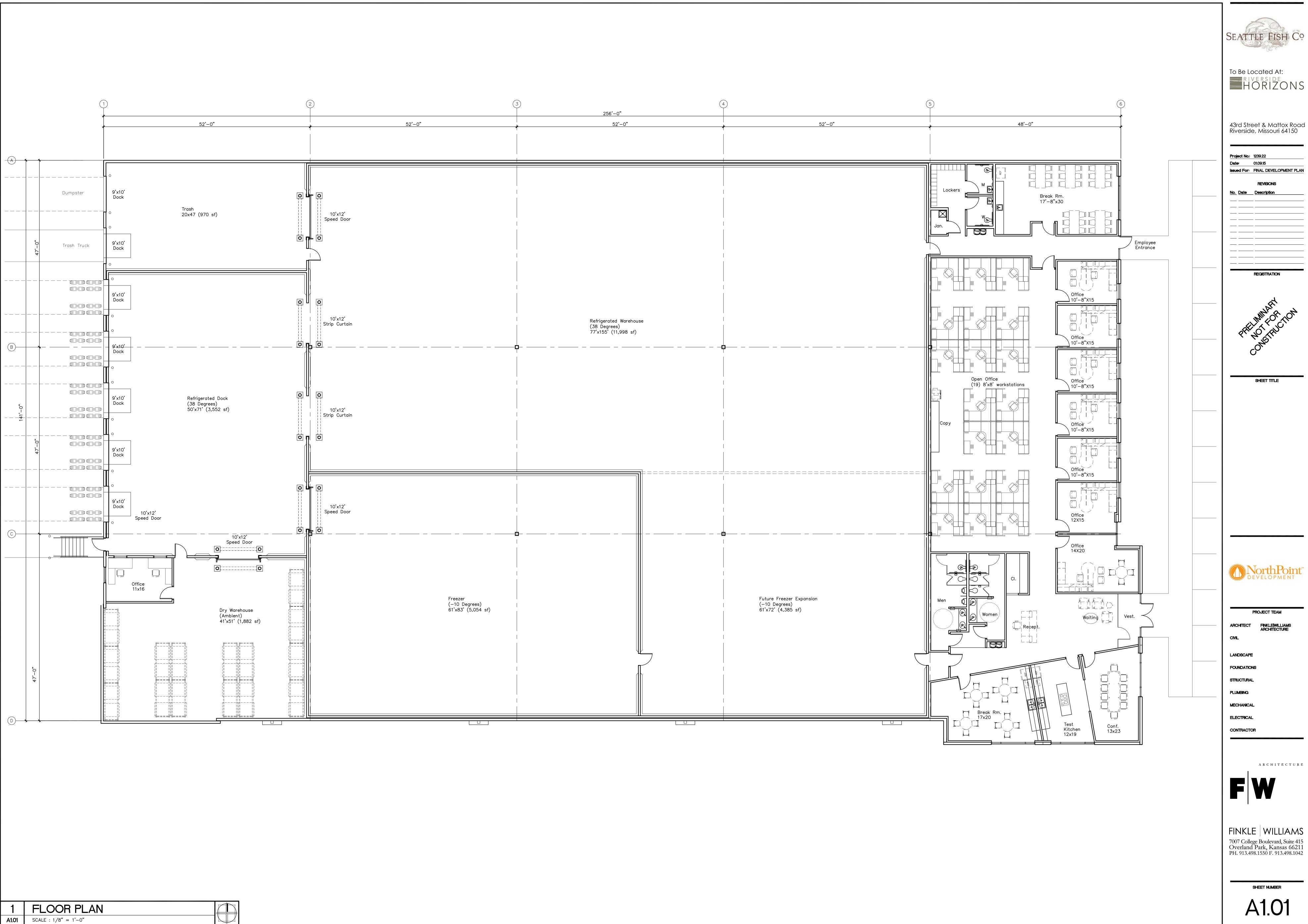
MECHANICAL ELECTRICAL

ELECTRICAL

ARCHITECTURE

FINKLE WILLIAMS
7007 College Boulevard, Suite 415
Overland Park, Kansas 66211
PH. 913.498.1550 F. 913.498.1042

1 SITE/FLOOR PLAN
A1.01 SCALE: 1/16" = 1'-0"

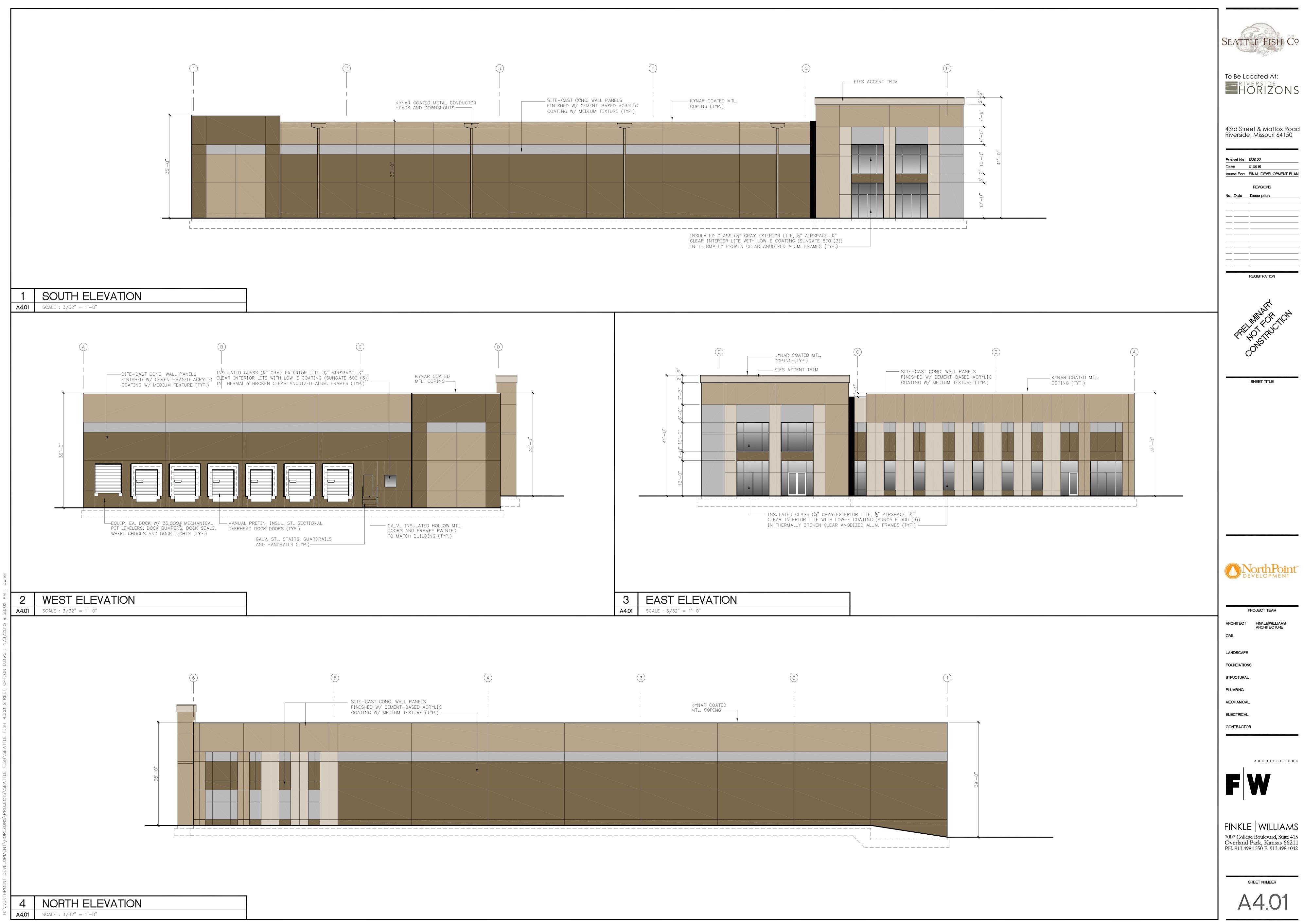


HORIZONS

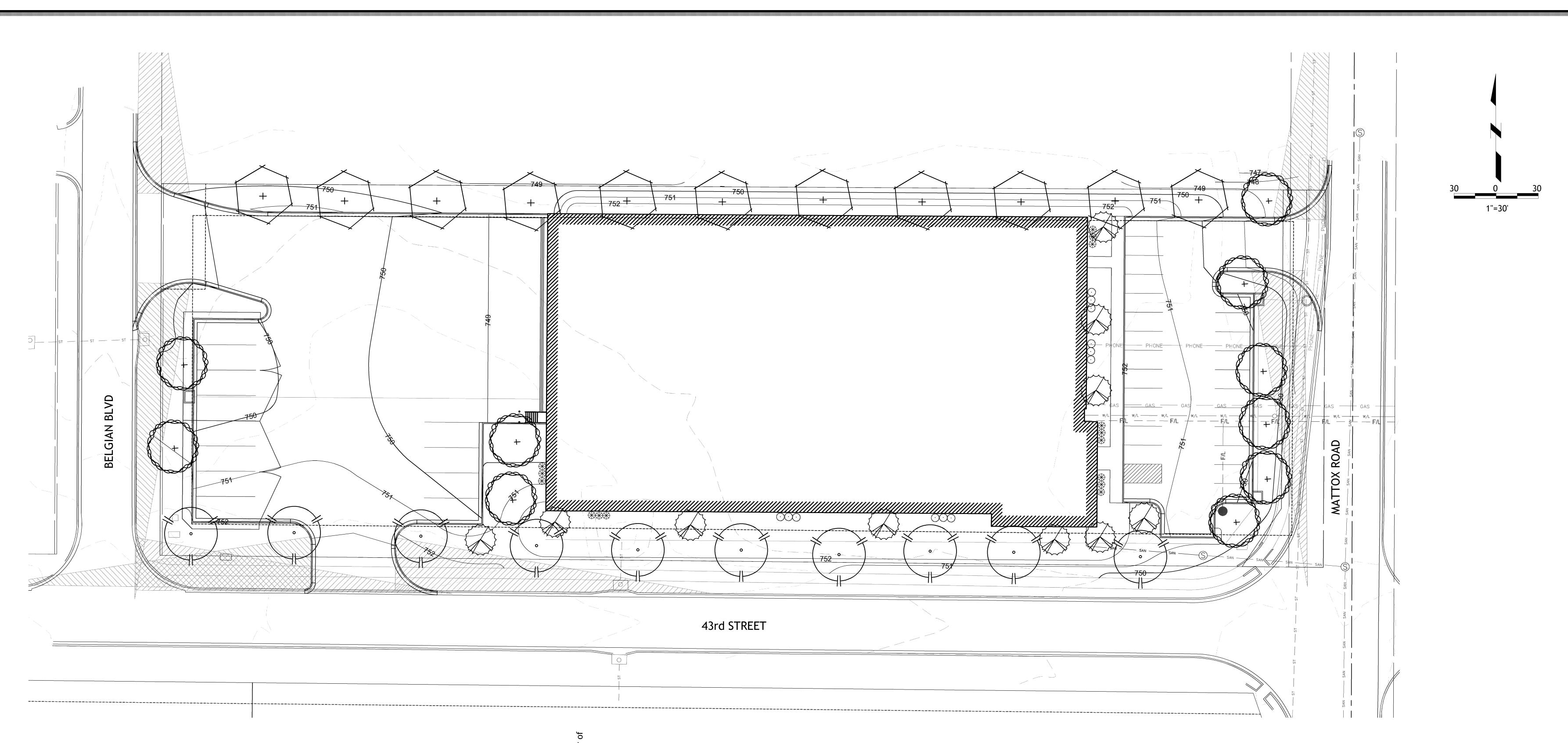
43rd Street & Mattox Road Riverside, Missouri 64150

Issued For: FINAL DEVELOPMENT PLAN

FINKLE WILLIAMS 7007 College Boulevard, Suite 415 Overland Park, Kansas 66211 PH. 913.498.1550 F. 913.498.1042

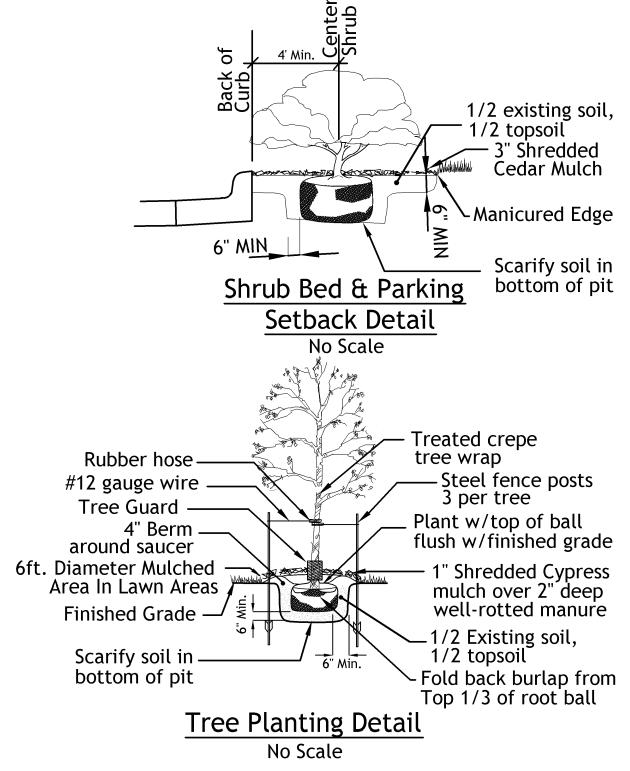


7007 College Boulevard, Suite 415 Overland Park, Kansas 66211 PH. 913.498.1550 F. 913.498.1042



# LANDSCAPE NOTES

- 1. CONTRACTOR REQUIRED TO LOCATE ALL UTILITIES BEFORE INSTALLATION TO BEGIN.
- Contractor shall verify all landscape material quantities and shall report any discrepancies to the Landscape Architect prior to installation.
- 3. No plant material substitutions are allow without Landscape Architect or Owners approval.
- 4. Contractor shall guarantee all landscape work and plant material for a period of one year from date of acceptance of the work by the Owner. Any plant material which dies during the one year guarantee period shall be replaced by the contractor during normal planting seasons.
- 5. Contractor shall be responsible for maintenance of the plants until completion of the job and acceptance by the Owner.
- 6. Successful landscape contractor shall be responsible for design that complies with minimum irrigation requirements, and installation of an irrigation system. Irrigation system to be approved by the owner before starting any installation.
- 7. All plant material shall be specimen quality stock as determined in the "American Standards For Nursery Stock" published by The American Association of Nurseryman, free of plant diseases and pest, of typical growth of the species and having a healthy, normal root system.
- 8. Sizes indicated on the plant list are the minimum, acceptable size. In no case will sizes less than specified be accepted.
- 9. All shrub beds within lawn areas to receive a manicured edge.
- 10. All shrub beds shall be mulched with 3" of shredded cedar mulch.
- 11. All sod areas to be fertilized & sodded with a Turf-Type-Tall Fescue seed blend.
- 12. All seed areas shall be hydro-seeded with a Turf-Type-Tall Fescue seed blend.



# Shrub List

| Symbol | ——<br>Quantity | Common Name           | Botanical Name                 | Size (     | Condition | Spacing |
|--------|----------------|-----------------------|--------------------------------|------------|-----------|---------|
|        | <del></del> 15 | Dwarf Winged Euonymus | Euonymus Alatus 'Compactus'    | 18"-24"sp. | Cont.     | 4'o.c.  |
| ,      | <del></del> 12 | Seagreen Juniper      | Juniperus Chinensis 'Seagreen' | 18"-24"sp. | Cont.     | 4'o.c.  |

# Tree List

| Symbol | Quantity | Common Name            | Botanical Name                  | Size     | Condition | Spacing  |
|--------|----------|------------------------|---------------------------------|----------|-----------|----------|
| +      | 11       | October Glory Maple    | Acer Rubrum 'October Glory'     | 2.5" ca  | l вв      | As Shown |
|        | 10       | Superform Norway Maple | Acer Platanoides 'Superform'    | 2.5" ca  | l ВВ      | As Shown |
| +      | —— 11    | Skyline Honeylocust    | Gleditsia Triacanthos 'Skyline' | 2.5" ca  | l BB      | As Shown |
| -      | 10       | Prairiefire Crabapple  | Malus Sp. 'Priariefire'         | 1 1/2"ca | al BB     | As Shown |

Onsulting



## City of Riverside Staff Analysis Report

Case Number PC15-04, Final Development Plan 4301 NW Mattox Road – Premium Waters

#### **General Information**

**Applicant:** Premium Waters

Location: 4301 NW Mattox Road

**Application:** Final Development Plan for 105,000 s.f. expansion

**Zoning:** PD Planned Development

Existing Land Use: Developed – existing 165,000 s.f. building

Proposed Land Use: Expand building for additional warehouse space

Final Development Plan: Final Development Plan will be reviewed by the Planning Commission and

the Board of Aldermen for approval.

**Site Area:** 14.4 acres existing lot and purchasing 6.5 acres from the City

**Building Size:** 165,000 s.f. existing, 105,000 s.f. expansion = 270,000 s.f. total

#### **Analysis**

**Site Layout:** The proposed expansion will be utilized for warehouse space and is needed to accommodate the company's growing business. It will extend the building on the backside / east end. Due to the shape of the lot and angel of the railroad, the expansion will create a stair step shape. Included with the expansion are 2 new dock doors on the south side, 6 dock doors on the north side, and the necessary paved areas to handle truck movements.

**Parking:** The parking area is located at the front of the building and will not be altered. The existing parking spaces are sufficient to serve the expansion.

**Infrastructure:** All infrastructure is available on the site. Stromwater will be directed south from the building and enter the regional detention system.

**Outdoor Storage:** There will be no outdoor storage associated with this expansion, however, additional trailer parking will be located to the east. The expansion will allow for the approved future truck parking intended for the northwest corn of the lot along Mattox Road to be removed.

**Landscaping:** Existing landscaping is in place along the west side of the building, which will remain. Additional trees will be added to the greenspace to the northwest of the building. A three foot berm will be constructed on the east side of the property that will be heavily landscaped in order to help screen the additional truck parking. A total of 42 new trees will be planted.

**Building Design:** The proposed expansion aims to maintain the architectural character of the existing building while being considerate of today's design standards. The expansion will match the existing building materials – pre-cast concrete panels. This will create a cohesive design along the entire building.

**Signage:** No new signage is proposed with the expansion.

**Lighting:** No new pole lighting will be installed with the expansion. A few small wall pack lights may be included on the building. They will match the existing light fixtures.

Comprehensive Master Plan Throughout the development of the Comprehensive Master Plan it was articulated by participants that improving community image/character and the quality and design of buildings was a key concern. Additionally, the Comprehensive Master Plan identifies the site as part of the 'Horizons Development', which is ultimately envisioned to include a mix of innovation and industry, mixed use, destination office, destination retail and recreation.

#### Recommendation

Staff finds the application in conformance with the standards set forth in the UDO and the goals established in the Comprehensive Master Plan and therefore recommends approval of the application.

#### **Attachments**

- Location Map
- Final Development Plan: Site Plan
- Building Elevations
- Landscaping Plan

of the property:

| ORDINANCE NO. | <b>ORDI</b> | NANCE | NO. |  |
|---------------|-------------|-------|-----|--|
|---------------|-------------|-------|-----|--|

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR LAND LOCATED AT 4301 NW MATTOX RD., RIVERSIDE, MISSOURI, IN ACCORDANCE WITH THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF RIVERSIDE

**WHEREAS**, Application No. PC15-04 was submitted to the City by Premium Waters, Inc. for approval of a Final Development Plan for construction of an approximately 105,000 square foot expansion of industrial facility ("Development Plan") located on an approximately 20 acre tract of land at 4301 NW Mattox Rd., Riverside, Missouri;

**WHEREAS**, the Planning Commission held a meeting on January 22, 2015 to consider said application and recommended that the Development Plan be approved;

**WHEREAS**, City Staff finds said application to be in conformance with the standards set forth in the Unified Development Ordinance and the goals established in the Comprehensive Master Plan and recommends approval of the application; and

WHEREAS, the Board of Aldermen find that: (1) the application is in conformance with the standards set forth in the Unified Development Ordinance and the goals established in the Comprehensive Master Plan; (2) the Development Plan is deemed to be in substantial compliance with the approved preliminary development plan; and (3) it is in the best interests of the City in order to further the objectives of industrial and economic development of the City, as well as in furtherance of the objective to protect the health, safety, and welfare of the businesses and citizens of the City, to approve the Development Plan as set forth herein.

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

SECTION 1 – BEST INTEREST OF THE CITY TO APPROVE DEVELOPMENT PLAN.

# It is in the best interests of the City in order to further the objectives of industrial and economic development of the City, as well as in furtherance of the objective to protect the health, safety, and welfare of the businesses and citizens of the City, to approve the Development Plan, attached hereto as **Exhibit A** and incorporated herein, for development of property located at 4301 NW Mattox Rd., Riverside, Missouri, and legally described as set forth on **Exhibit B** attached hereto and incorporated herein, and such Development Plan is hereby approved, subject to the continued compliance

plan.

SECTION 2 – CONTINUING COMPLIANCE. The following continuing compliance obligations shall apply with regard to the Development Plan approved for development

provided herein, to allow for the construction of an industrial facility according to such

1. The approval of the Development Plan does not relieve the developer from compliance with all other applicable local, state and

federal laws, codes, ordinances, and regulations. The developer is required to request and obtain approval for all necessary permits to begin constructing the development.

**SECTION 3 – AUTHORITY GRANTED**. The Mayor, the City Administrator, Special Counsel to the City, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this ordinance an to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

<u>SECTION 4 – EFFECTIVE DATE</u>. This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 3<sup>rd</sup> day of February, 2015.

| ATTEST:  Robin Littrell, City Clerk | Kathleen L. Rose, Mayor                                                   |
|-------------------------------------|---------------------------------------------------------------------------|
| Robin Littrell, City Clerk          | Approved as to form:                                                      |
|                                     | Spencer Fane Britt & Browne LLP Special Counsel to the City by Joe Bednar |

2

WA 6569420.1

## EXHIBIT A

#### **FINAL DEVELOPMENT PLAN**

3 WA 6569420.1

### EXHIBIT B

#### **LEGAL DESCRIPTION**

Lot 1 and Lot 2 of Argo Innovation Park

4 WA 6569420.1

Missouri Gas Energy

Phone: 816.756.5252

Phone: 816.358.8833

e Infrastructure Consultaly Engineering on Mechanical age Electric

Structural Engineer: McNealy Engineer
Mechanical Contractor: Icon Mechanic
Electrical Contractor: Heritage Electric
Fire Protection Engineer: Aegis Fire P

S. - BUILDING ADDITI

ntractor: ARCO Construction C

Richard S. Clawson Architect MO# A-2002026549 Expires 12/31/2014

ACI/Boland, Inc.
Architectural Corporation

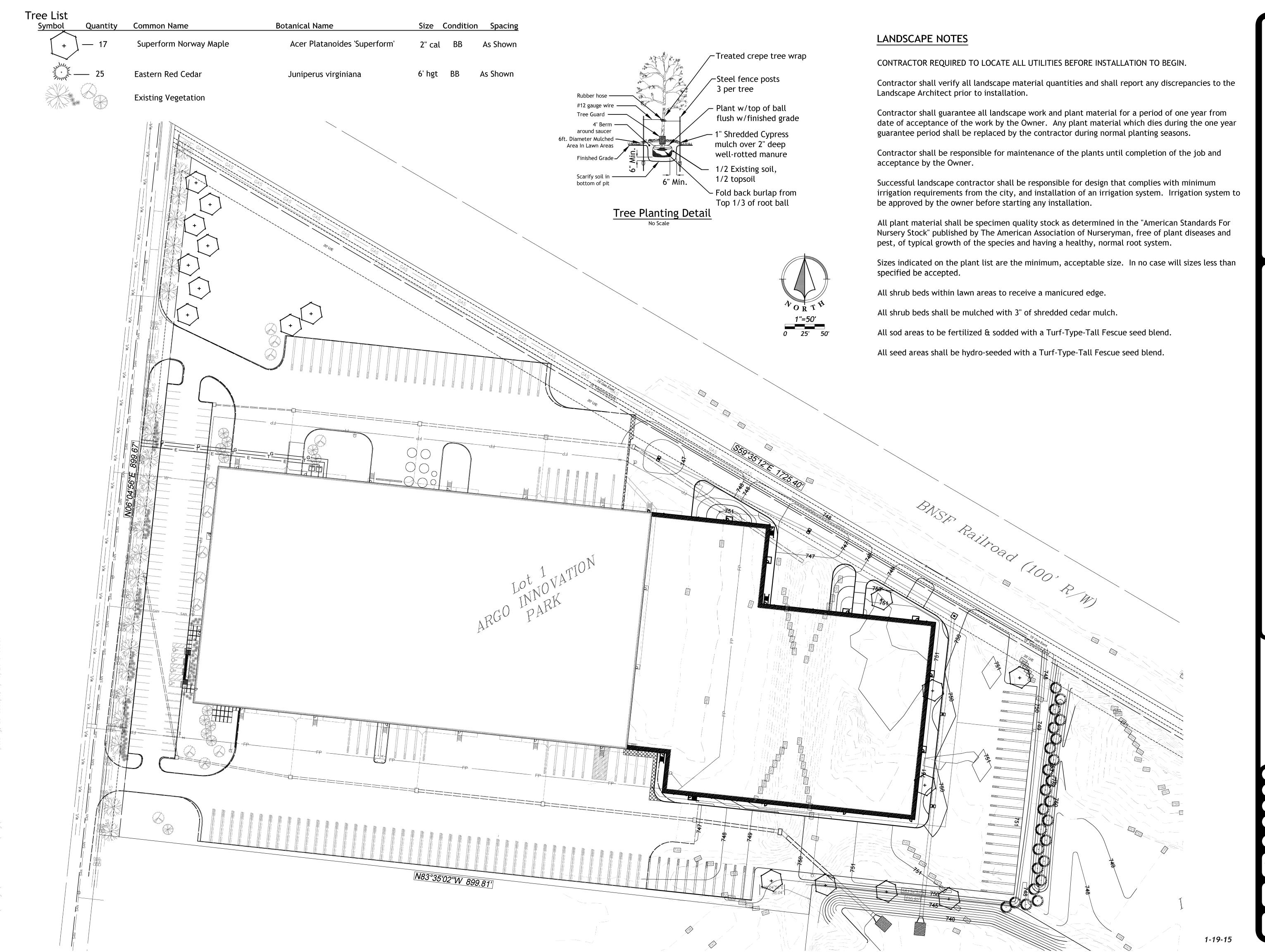
Architectural Corporation MO License No. 000958

Original Submittal: 8-20-14

ACI/Boland, Inc. JOB # 214151

ARCO JOB # **346** 

C01



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eering
anical
ric
e Protection, LLC

Civil Engineer: Renaissance Infrastructure C Structural Engineer: McNealy Engineering Mechanical Contractor: Icon Mechanical Electrical Contractor: Heritage Electric Fire Protection Engineer: Aegis Fire Protecti

PREMIUM WATERS, INC. - BUILDING ADD

Garrett Ochs Landscape Architect MO# LA-2008000587

ACI/Boland, Inc. Architectural Corporation MO License No. 000958

8-26-14

ACI/Boland, Inc. JOB# 214151

ARCO JOB#
346

L1

| ORDINANCE NO. |  |
|---------------|--|
|---------------|--|

AN ORDINANCE AUTHORIZING AND APPROVING A CONTRACT FOR TRANSIT SERVICE BY AND BETWEEN THE KANSAS CITY AREA TRANSPORTATION AUTHORITY AND THE CITY OF RIVERSIDE, MISSOURI IN AN AMOUNT NOT TO EXCEED \$14,127.00

**WHEREAS**, the City of Riverside (the "City) is a city of the fourth class, with the authority pursuant to Chapter 70 of the Revised Statutes of the State of Missouri to enter into agreements with other political subdivisions; and

**WHEREAS**, the Kansas City Area Transportation Authority ("KCATA") is a body corporate and politic and a political subdivision of the states of Missouri and Kansas with the authority to enter into agreements with other political subdivisions; and

WHEREAS, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

**WHEREAS**, the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

**WHEREAS,** the City desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens; and

**WHEREAS**, the City of Riverside desires to enter into an agreement with the KCATA for transit services as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

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

**SECTION 1 - APPROVAL OF CONTRACT.** That the Contract for Transit Services by and between the Kansas City Area Transportation Authority and the City of Riverside, Missouri, in substantially the same form attached hereto as Exhibit A is hereby authorized and approved in an amount not to exceed \$14,127.00.

<u>SECTION 2 - EXECUTION OF CONTRACT</u>. That the Mayor or City Administrator is authorized to execute the Contract and all documents necessary to the performance thereof, and the City Clerk is authorized to attest to the same.

<u>SECTION 3 – REPEAL OF ORDINANCES IN CONFLICT.</u> All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

| ORDINANCE NO. |  |
|---------------|--|
|---------------|--|

<u>SECTION 5 – EFFECTIVE DATE.</u> This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 3<sup>rd</sup> day of February, 2015.

|                            | Mayor Kathleen L. Rose |  |
|----------------------------|------------------------|--|
|                            |                        |  |
| ATTEST:                    |                        |  |
| Robin Littrell, City Clerk |                        |  |

Twelve-Month Contract Jan. 1 – Dec. 31, 2015

#### KANSAS CITY AREA TRANSPORTATION AUTHORITY

Contract for Transit Service

#### **RIVERSIDE, MISSOURI**

| THIS CONTRACT, entered into this dar         | y of 201                        | by and between the    |
|----------------------------------------------|---------------------------------|-----------------------|
| KANSAS CITY AREA TRANSPORTATION              | N AUTHORITY (hereinafter        | referred to as the    |
| "KCATA"), a body corporate and politic and a | political subdivision of both t | he States of Missouri |
| and Kansas and the CITY OF RIVERSI           | DE, MISSOURI (hereinafter       | referred to as the    |
| "Community").                                |                                 |                       |

#### WITNESSETH:

**WHEREAS**, a sound, efficient and viable public transportation system is essential to the socioeconomic well being of the Kansas City Area Transportation District (hereinafter referred to as the "District"), including the Counties of Cass, Clay, Jackson, and Platte in Missouri, and the Counties of Johnson, Leavenworth, and Wyandotte in Kansas; and

**WHEREAS,** the KCATA is a public agency authorized by law to plan, own, operate, have and generally deal with public transportation systems and facilities in the District; and

**WHEREAS**, the Community desires to promote the convenience, comfort, prosperity, general interests and welfare of its citizens, and

**WHEREAS**, the public transportation facilities and services of most immediate concern are those estimated to be provided by the KCATA at a deficit, described generally in amounts and, more specifically, by formula set fort in Amendment "A" adopted in January, 1976, modified in August, 1977, revised in January, 1983, and in December 1997.

**NOW, THEREFORE,** for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

- 1. The Community requests public transportation services (hereinafter referred to as "Contract Service", set forth in Attachment "B", be operated by the KCATA for the period January 1, 2015 through December 31, 2015.
- 2. The level of service as generally set forth in Attachment "B" shall not be changed or be modified without the consent of the Community.

- 3. The computations and, more specifically, the formula contained in Attachment "A" attached hereto and made a part hereof, are the accepted methods for the determination of the estimated deficit of the Community.
- 4. The KCATA and the Community estimate the Community's total payment for the service (hereinafter referred to as "Local Share") to be **\$14,127**. This estimate is based on the following components of cost and revenue to be applied to the Agreement:

| Service Cost                 | \$<br>15,438  |
|------------------------------|---------------|
| Passenger Revenue            | \$<br>(2,796) |
| Estimated Total Deficit      | \$<br>12,642  |
|                              |               |
|                              |               |
| Local Operating Contribution | \$<br>12,642  |

Local Capital Contribution

Total Local Share

- 5. It is the understanding of the parties that, notwithstanding any provision of this Agreement, the maximum obligation of the Community under this Contract shall be the sum of \$14,127. If the actual total deficit and other factors (i.e. early termination or lowering of service level) are such that the KCATA deems the full Local Share is not required, the KCATA shall require payment of less than the Local share, or reimburse the Community for a portion of the Local Share previously paid.
- 6. The method of payment of the Local Share provided for in Paragraph "4" is as follows:
  - a. The Community's monthly Local Share will be one-twelfth of the Community's portion of the estimated total deficit amount for the twelve-month period.
  - b. The KCATA will invoice the community for 90% of Community monthly Local Share by the 15th of the month preceding the month service will be provided. The Community is required to remit 90% of the monthly Local Share by the first of the month service will be provided.
  - c. By the 20th of the month following the month in which service was provided, the KCATA will provide the Community with reports showing service capital and operating costs and revenue for Contract Services. The report will also provide a reconciliation of subsidy amounts with the advance payment provided to in Subparagraph "b". The report will detail Local Share and Federal and State Share amounts used to cover the month's service deficit. Any balance of Local Share subsidy required by the reconciliation will be invoiced at this time, to be paid within ten days.

- d. For the month of December, the monthly report and reconciliation provided for in Sub-paragraph "c" will not be prepared until the completion of the KCATA's annual audit.
- 7. When the estimated total deficit of \$12,642 is reached, KCATA's obligation to furnish services shall terminate. The Community and KCATA may mutually agree to amend this Contract to provide additional operating subsidy or to adjust the level of service so that the cost of such service will not exceed the contractual subsidy.
- 8. If for any reason the KCATA is unable to obtain the federal or state assistance (the Federal and State Share), as provided for in Paragraph "4" of this Contract, the Community will be immediately notified and this contract will be amended to provide additional Local Share subsidy or to adjust the level of service. If a satisfactory amendment is not agreed to after a reasonable period, KCATA's obligation to furnish services will terminate.
- 9. The KCATA shall indemnify, save and hold the Community harmless from any and all damage, loss or liability of any kind whatsoever arising out of this Contract, including, but not limited to, any loss occasioned by reason of any injury to property or third persons occasioned, in whole or in part, by any act, omission, neglect or wrongdoing of the KCATA, or any of its officers, agents, representatives or employees. At its own cost and expense, the KCATA will defend all losses arising therefrom.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

#### KANSAS CITY AREA TRANSPORTATION AUTHORITY

| Ву:                                |
|------------------------------------|
| Sam Desue, Interim General Manager |
| ATTEST:                            |
| Ву:                                |
| CITY OF RIVERSIDE, MISSOURI        |
| By:                                |
| ATTEST:                            |
| Ву:                                |

#### **ATTACHMENT "A"**

#### **REVENUE AND COST ALLOCATION PROCEDURES**

#### **Operating Expense and Revenue**

The procedure to be used in determining passengers, direct operating expenses, indirect operating expenses, farebox revenue, and estimated loss for transit service shall be as follows:

- **A. Passengers and Revenue** The number of passengers and the amount of revenue reported will be derived from electronic farebox reports.
  - 1. Revenue figures are computed as follows:
    - a. Total Fare Revenue is the total farebox revenue plus pass sales proration.
    - b. Pass Sales proration for a line is the Pass Sales Revenue multiplied by a pass utilization factor as determined by data from electronic fareboxes.
  - 2. Passenger types definitions
    - a. Intra-city passenger a passenger boarding and alighting in the same jurisdiction.
    - b. Inter-city passenger a passenger who boards in one jurisdiction and alights in another.
  - 3. Computation of inter-city and intra-city passengers
    - a. Intra-city passengers for each subsidizing jurisdiction will be determined by multiplying total passengers by the appropriate intra-city passengers ratios as determined by periodic activity checks. An intra-city passenger ratio is the ratio of passengers who both board and alight a bus within that community to total route passengers on the line.
    - b. Inter-city passengers for the route will be determined by subtracting the intra-city passengers from the total route passengers.
- **B. Direct Operating Expenses** Each route shall be charged direct labor and benefits on the basis of scheduled pay hours (including allowances, spread, guarantee, and overtime) times the fully burdened operator cost per hour of service for each type of bus used

(Large, Small, or Metroflex). Each route shall be charged fuel and tire expense for the same type of bus used (Large, Small or Metroflex) in the proportion of route miles per type of bus to total system miles for the same type of bus.

- C. Indirect Operating Expenses Indirect operating expenses shall be allocated to each route on the ratio of route miles to total system miles for the same type of bus used (Large, Small, or Metroflex). Indirect operating expenses include all expenses except direct labor and fuel and tire expense, such as maintenance cost, vanpool operations, administrative and overhead expense, and a contribution to self-insured reserves for revenue vehicle and workers compensation.
- **D. Estimated Net Income or Loss Intra-City Routes** Estimated net income or loss for each route shall be calculated by subtracting total fare revenue for each route from the total operating expenses for each route.

#### E. Allocation of Net Income or Loss on Inter-City Routes.

- 1. Suburban Express Routes
  - a. A suburban express route is a route or portion of a route that is designed to serve inter-city passengers and suburban community intra-city passengers, and does not serve Kansas City, Missouri, intra-city passengers.
  - b. Net income or net losses of inter-city routes shall be prorated among the subsidizing jurisdictions by calculating the net loss per passenger (total operating expense less total fare revenue) and then multiplying the net loss per passenger by the number of passengers boarding in each jurisdiction.

#### 2. Local Service Inter-City Routes

- a. A local service inter-city route is a route designed to serve Kansas City, Missouri, intra-city passengers, as well as inter-city passengers and suburban community intra-city passengers.
- b. Revenue shall be credited among subsidizing jurisdictions by assigning intra-city passenger revenue to the jurisdiction in which the trips are made. Inter-city passenger revenue shall be assigned by calculating the revenue per inter-city passenger and then by multiplying the revenue per inter-city passenger by the number of inter-city passengers boarding in each jurisdiction.
- c. Operating costs shall be allocated among subsidizing jurisdictions as follows:

- (I) Direct labor costs shall be allocated on the basis of operator cost per hour of service multiplied by the actual time operated in each jurisdiction.
- (2) Fuel and tire expense in the proportion of miles in each jurisdiction to total system miles.
- (3) Indirect operating expense in the proportion of miles in each jurisdiction to total system miles.
- d. The Net Income or Loss for each jurisdiction is calculated as the sum of direct labor cost, fuel and tire expense, and indirect operating expense, less passenger revenue credit.
- **F. Capital Expense** Each jurisdiction will be charged capital expense, prorated on community miles to system miles, to be used for the acquisition of buses, facilities and other equipment. The capital charge may be used for the purchase of vans for a vanpool operation that will facilitate in providing a regional transit system. Such vanpool operation must provide service to or from the Community that is reasonable when compared to the amount of the Community's capital contribution for the vans.
- **G. Enclave Communities** Local service inter-city routes operating from a part of Kansas City, Missouri, through another jurisdiction and into another portion of Kansas City, Missouri, will be treated differently for the allocation of Net Income or Loss. The Net Income or Loss for the intermediate (enclave) jurisdiction will be based on 50% of the calculated cost for that jurisdiction per Item "E". The remaining 50% of the calculated cost within the intermediate jurisdiction will be allocated to Kansas City, Missouri.
- H. For Service Implemented After December 31, 1997 Service implemented after December 31, 1997, that is above the service level that exists as of December 31, 1997, will be allocated costs as stated in other sections of this Appendix, except for Indirect Operating Expenses. Indirect Operating Expenses shall be allocated to such service based on 45 percent of the ratio of route miles to total system miles for each type of bus. Indirect Operating Expenses include all expenses except direct labor and fuel and tire expense; such as maintenance cost, vanpool operations, administrative and overhead expense, etc.

#### **ATTACHMENT "B"**

#### **CITY OF RIVERSIDE**

#### **CONTRACT SERVICE**

#### Route #243- Riverside/Antioch Connector

The KCATA agrees to furnish the following transit service to the City of Riverside via route #243-Riverside/Antioch Connector:

- Twenty-three (23) trips each weekday, of which eleven (11) are eastbound and twelve (12) are westbound during the time period of 6:46 a.m. to 6:12 p.m. The route will make scheduled transfer connections with multiple bus routes at the KCATA Antioch Center park-and-ride facility.
- Route #243 will serve Riverside via NW Gateway, Vivion Road, and High Drive (to access Riverside Community Center and City Hall).

Full Fare: \$1.50 Reduced Fare: \$0.75 AN ORDINANCE AUTHORIZING THE CITY TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (HORIZONS WEST BUILDING I, LLC PROJECT), 2015 IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

WHEREAS, the City of Riverside, Missouri, a fourth-class city and political subdivision of the State of Missouri (the "City"), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (RSMo) (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 RSMo) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

**WHEREAS**, Section 100.050 RSMo requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

**WHEREAS**, a Plan for an Industrial Development Project dated February 21, 2014 (the "Plan") was prepared and distributed to the taxing jurisdictions along with notice of a public hearing to be held by the City on March 18, 2014; and

WHEREAS, on March 18, 2014 the public hearing on the Plan was held by the City and public comment was taken and then the Board of Aldermen adopted Ordinance No. 1291 approving the Plan; and

WHEREAS, the Board of Aldermen hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City issue its Taxable Industrial Revenue Bonds (Horizons West Building I, LLC Project), 2015, in an aggregate principal amount not to exceed \$5,000,000 (the "Bonds, for the purpose of (a) acquiring land to be located at 4300 NW Mattox Road in Riverside, Missouri (the "Project Site"), (b) leasing the Project Site and Project Improvements (as hereinafter defined) to Horizons West Building I, LLC, a Missouri limited liability company (the "Tenant") for the construction of an approximately 37,000 square foot industrial facility thereon, including the purchase and installation of equipment and fixtures relating thereto (collectively, the "Project Improvements"), and (c) paying a portion of the costs of issuing the Bonds; and

**WHEREAS**, simultaneously with the issuance of the Bonds, the City will lease the Leased Property (as defined in the hereinafter approved Lease) to the Tenant; and

**WHEREAS**, the Board of Aldermen further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain documents and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

**SECTION 1 - AUTHORIZATION OF THE BONDS.** The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project and to pay a portion of the costs of issuing the Bonds. The Bonds shall be issued and secured pursuant to the Indenture and shall have such terms, provisions, covenants and agreements as are set forth therein.

SECTION 2 - LIMITATION ON LIABILITY. The Bonds and the interest thereon shall be limited and special revenue obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Leased Property and the Lease Agreement and not from any other fund or source of the City. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named therein (the "Trustee") as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri (the "State"), and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

**SECTION 3 - AUTHORIZATION OF DOCUMENTS.** The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by the Board of Aldermen and attached to this Ordinance, with such changes therein as are approved by the officials of the City executing the documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

- (a) Trust Indenture dated as of the date set forth therein (the "Indenture"), between the City and the Trustee, pursuant to which (1) the Bonds will be issued and (2) the City will pledge the Leased Property and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indenture.
- (b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Tenant, under which the City will lease the Leased Property to the Tenant, pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by Tenant that will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, including a Memorandum of Lease Agreement providing notice of the Lease Agreement.
- (c) Bond Purchase Agreement dated as of the date set forth therein, among the City, the Tenant and the purchaser of the Bonds.

**SECTION 4. CREATION OF BOND FUND.** The City is hereby authorized to establish with the Trustee pursuant to the Indenture, a special trust fund in the name of the City to be designated the "City of Riverside, Missouri, Bond Fund – Horizons West Building I, LLC Project" and the City shall cause all sums required by the Indenture to be deposited therein and shall create all accounts therein required by the Indenture.

SECTION 5 - EXECUTION OF DOCUMENTS. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION 6 - FURTHER AUTHORITY.** The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor is hereby authorized, throughout the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the transfer of property) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease Agreement.

**SECTION 7 - CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 8 - EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 3rd day of February, 2015.

|                            | Kathleen L. Rose, Mayor |  |
|----------------------------|-------------------------|--|
| ATTEST:                    |                         |  |
|                            |                         |  |
| Robin Littrell, City Clerk |                         |  |

## 2015 - 2016 Operating Budget Calendar

| 02/14/2015        | BOA meeting to set budget assumptions                                  |
|-------------------|------------------------------------------------------------------------|
| 03/09/2015        | Finance to distribute budget schedules to departments                  |
|                   | - Commodities & contractual services                                   |
|                   | - Requests for new programs, personnel or equipment                    |
|                   | - Equipment replacement schedules                                      |
|                   | - Capital improvement plan updates                                     |
| 04/06/2015        | Departments return schedules to Finance                                |
| 04/06 to 04/10/15 | Finance review and meet with Departments                               |
| 04/13 to 04/22/15 | Meetings with Departments, Finance and City Administrator              |
| 04/23 to 5/1/15   | Management meetings to determine City Administrator recommended budget |
| 05/12/2015        | Presentation of recommended budget by City Administrator               |
| 05/21/2015        | Townhall presentation of budget                                        |
| 06/02/2015        | Adoption of 2015-16 Operating Budget                                   |
|                   |                                                                        |