



Upstream from ordinary.

BOARD OF ALDERMEN MEETING
RIVERSIDE CITY HALL
2950 NW VIVION ROAD
RIVERSIDE, MISSOURI 64150
(AMENDED) TENTATIVE AGENDA
OCTOBER 3, 2017

Regular Meeting - 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 agenda and non-agenda items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a Public Hearing 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.

Social Media Update – April Roberson

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 September 19, 2017 (Special Meeting)

Approval of minutes for September 19, 2017 (Regular Meeting)

Approval of minutes for September 26, 2017 (Special Meeting)

R-2017-074: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2017-2018 WEEK ENDING SEPTEMBER 22ND AND SEPTEMBER 29TH IN THE AMOUNT OF \$131,677.66. Point of Contact: Finance Director Donna Oliver.

R-2017-075: A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF AMMUNITION FROM GULF STATES DISTRIBUTORS IN AN AMOUNT NOT TO EXCEED \$12,684.00 OFF THE STATE OF MISSOURI COOPERATIVE PURCHASE CONTRACT. Point of Contact: Police Chief Chris Skinrood.

REGULAR AGENDA

1. First Reading: Bill No. 2017-060: **AN ORDINANCE AUTHORIZING THE CITY OF RIVERSIDE TO EXTEND THE SERVICES AGREEMENT WITH DAMON PURSELL CONSTRUCTION COMPANY IN RIVERSIDE MISSOURI.** Point of Contact: Public Works Director Tom Wooddell.
2. First Reading: Bill No. 2017-061: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF BERRY BENEDICK AS A PART-TIME FIREFIGHTER IN THE FIRE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE.** Point of Contact: Fire Chief Gordon Fowlston.
3. First Reading: Bill No. 2017-062: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF STEPHEN GILCHRIST AS A PART-TIME FIREFIGHTER IN THE FIRE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE.** Point of Contact: Fire Chief Gordon Fowlston.
4. First Reading: Bill No. 2017-063: **AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF RIVERSIDE AND CBC REAL ESTATE GROUP FOR DEVELOPMENT CONSULTANT SERVICES.** Point of Contact: City Administrator Greg Mills.
5. **R-2017-076: A RESOLUTION APPROVING A SITE ACCESS AGREEMENT WITH CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY.** Point of Contact: City Engineer Travis Hoover.

6. **Communication from City Administrator**
 - A. **Motion** for LAGERS Employer Representative

a) **Department Reports**

- i. Community Development
- ii. Engineering
- iii. Finance
- iv. Fire
- v. Police
- vi. Public Works
- vii. Levee Board Report

7. **Communication from Mayor**
8. **Communication from Board of Aldermen**
9. **Motion to Adjourn.**

ATTEST



Posted 10.02.17 at 12:00 p.m.



Gregory P. Mills, City Administrator

MINUTES
SPECIAL MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, September 19, 2017
4:30 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in special session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, September 19, 2017.

Mayor Rose called the regular meeting to order at 4:30 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Aaron Thatcher, Sal LoPorto, Chet Pruett, and Al Bowman.

Also present were City Administrator Greg Mills, City Clerk Robin Kincaid, Community Development Director Mike Duffy, Finance Director Donna Oliver, and City Planner Sarah Wagner. Also present was Special Counsel Joe Bednar.

**MOTION TO ENTER INTO
CLOSED @ 4:30 P.M.**

Alderman Homer moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, RSMo 610.021 (9) Preparation, including any discussions or work product on behalf of a public governmental body or its representatives for negotiations with employee groups, and RSMo 610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected, second by Alderman Bowman.
Yes: Homer, Bowman, Pruett, LoPorto, Super, and Thatcher.
Motion carried 6-0.

**MOTION TO ADJOURN
CLOSED @ 6:45 P.M.**

Alderman Bowman moved at 6:45 p.m. to adjourn closed session with action taken, second by Alderman Pruett.
Yes: Bowman, Pruett, Thatcher, Super, Homer and LoPorto.
Motion carried 6-0.

MOTION TO ADJOURN

Alderman Super moved to adjourn the meeting at 6:45 p.m., second by Alderman Thatcher.
Yes: Super, Thatcher, LoPorto, Pruett, Homer, and Bowman.
Motions carried 6-0.

Robin Kincaid, City Clerk

MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, September 19, 2017
7:00 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, September 19, 2017.

Mayor Rose called the regular meeting to order at 7:00 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Sal LoPorto, Aaron Thatcher, Chet Pruett, and Al Bowman.

Also present were City Administrator Greg Mills, Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, Chief Chris Skinrood, Finance Director Donna Oliver, Fire Chief Gordon Fowlston, City Engineer Travis Hoover, Assistant Fire Chief Keith Payne, and Fire Captain Jeff Hendrix. Also present was City Attorney Paul Campo.

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT None.

PRESENTATION Fire Chief Gordon Fowlston, Assistant Fire Chief Keith Payne, and Fire Captain Jeff Hendrix came forward to receive a Firefighter Assistance Grant in the amount of \$1,200.00 from Missouri American Water. Scott Keith a representative from MAW presented the check.

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

MINUTES OF 09-05-17 Special Alderman Bowman moved to approve the minutes of the September 5, 2017 p.m. meeting, second by Alderman Thatcher.
Yes: Bowman, Thatcher, Pruett, LoPorto, Super, and Homer.
Motion carried 6-0.

MINUTES OF 09-05-17 Alderman Bowman moved to approve the minutes of the September 5, 2017 meeting, second by Alderman Thatcher.
Yes: Bowman, Thatcher, Pruett, LoPorto, Super, and Homer.
Motion carried 6-0.

COURT REPORT Alderman Bowman moved to approve the August 2017 Court Report, second by Alderman Thatcher.
Yes: Bowman, Thatcher, Pruett, LoPorto, Super, and Homer.
Motion carried 6-0.

RESOLUTION 2017-072
Bill Pay

Alderman Bowman moved to approve Resolution 2017-072 authorizing the expenditure of funds for fiscal year 2017-2018, for week ending September 8th and September 15th in the amount of \$276,537.75, second by Alderman Thatcher.
Yes: Bowman, Thatcher, Pruett, LoPorto, Super, and Homer.
Motion carried 6-0.

RESOLUTION 2017-073
CO 1 - Metro Asphalt, Inc.
Street Maintenance

Alderman Bowman moved to approve Resolution 2017-073 authorizing, approving, and ratifying change order 1 to the agreement with Metro Asphalt, Inc. for 2017 Street Maintenance Project, second by Alderman Thatcher.
Yes: Bowman, Thatcher, Pruett, LoPorto, Super, and Homer.
Motion carried 6-0.

REGULAR AGENDA

PUBLIC HEARING
Chapter 100 Bonds - NECCO

Mayor Rose opened the public hearing at 7:02 p.m. to consider approval of the Plan for Necco Coffee Co., Inc. of design and construction of an approximately 100,000 square foot office and warehouse building and associated site work and infrastructure generally located at 4380 NW Belgium Boulevard, in the City of Riverside, Missouri.
Community Development Director Mike Duffy explained that the public hearing is required for the Chapter 100 Bonds that will be in the City name until the project is complete and then will go into the business name. Gary Anderson with Gilmore & Bell was present to answer any questions of the board. Mayor Rose asked if there were any comments from the public regarding this matter and hearing none, the public hearing was closed at 7:03 p.m.

BILL NO. 2017-056
Chapter 100 Rev. Bonds
Necco Coffee Co.

City Clerk Robin Kincaid gave first reading of Bill No. 2017-056. Alderman Thatcher moved to accept first reading and place Bill No. 2017-056 on second and final reading, second by Alderman Pruett.
Yes: Thatcher, Pruett, Super, Homer, Bowman, and LoPorto.
Motion carried 6-0.
Alderman Pruett moved to approve Bill 2017-056 and enact said bill as ordinance, second by Alderman Thatcher.
Yes: Pruett, Thatcher, LoPorto, Bowman, Homer, Bowman, and Super.
Motion carried 6-0.

BILL NO. 2017-057
Chapter 100 Rev. Bonds
Horizons Ind. VII, LLC

City Clerk Robin Kincaid gave first reading of Bill No. 2017-057. Alderman Thatcher moved to accept first reading and place Bill No. 2017-057 on second and final reading, second by Alderman Pruett.
Yes: Thatcher, Pruett, Homer, Super, LoPorto, and Bowman.
Motion carried 6-0.
Alderman Pruett moved to approve Bill 2017-057 and enact said bill as ordinance, second by Alderman Thatcher.
Yes: Pruett, Thatcher, LoPorto, Super, Homer, and Bowman.
Motion carried 6-0.

BILL NO. 2017-058
Encroachment for Fence

Mayor Rose announced that Bill No. 2017-058 will be pulled and will not be heard, it is no longer needed.

BILL NO. 2017-059
Challis New Hire

City Clerk Robin Kincaid gave first reading of Bill No. 2017-059. City Engineer Travis Hoover introduced Noel Challis to the Board. Alderman Thatcher moved to accept first reading and place Bill No. 2017-059 on second and final reading, second by Alderman Pruett.

Yes: Thatcher, Pruett, Homer, Super, Bowman, and LoPorto.
Motion carried 6-0.

Alderman Pruett moved to approve Bill 2017-059 and enact said bill as ordinance, second by Alderman Thatcher.

Yes: Pruett, Thatcher, Homer, Super, Bowman, and LoPorto.
Motion carried 6-0.

LIQUOR LICENSE APPROVAL
Dust Bowl Jamboree 2017

Alderman Thatcher moved to approve the temporary picnic liquor license contingent upon State of Missouri approval for the American Legion Managing Agent Nicholas Casale, at the Dust Bowl Jamboree event on September 30, 2017, second by Alderman Pruett.

Yes: Thatcher, Pruett, Bowman, Super, LoPorto, and Homer.
Motion carried 6-0.

CITY ADMINISTRATOR

City Administrator Greg Mills stated that we are very happy to have Noel Challis joining our staff.

An email was sent this afternoon to each board member and a meeting will be scheduled in the next two weeks for a profile interview with our search group. Mayor Rose announced that the search committee will be comprised of the Mayor, Alderman LoPorto and Alderman Bowman.

COMMUNITY DEVELOPMENT Nothing to report.

ENGINEERING

City Engineer Travis Hoover explained the change order number 1 for Metro Asphalt that was heard earlier. Dirt and where it is being placed was discussed.

FINANCE

Nothing to report.

FIRE

Nothing to report.

POLICE

Mayor Rose announced that the waterfall on NW Gateway was ranked as the number one most beautiful waterfall in the Kansas City Region. An issue of traffic problems in that area was brought to Mayor Rose and the Police Department has been asked to monitor and see if a problem does exist. Police Chief Skinrod will make sure dispatch is aware of the issue.

PUBLIC WORKS

Nothing to report.

LEVEE BOARD

Alderman Super stated that the monthly meeting is tomorrow.

MAYOR'S DISCUSSION

Mayor Rose reported that the MML Annual Conference was wonderful and she also thanked Alderman Homer and Alderman Super for attending the conference. It was well attended and at a great location. I was very overwhelmed going out as President, it was a very rewarding year. Our City Attorney Paul Campo is the new MML Board member, representing the MMAA. Be sure to tell your friends to vote on the airport issue on November 7th. We have had three tremendously successful events in E. H. Young Park and one more is free on September 30th, the Dust Bowl Jamboree.

BOARD OF ALDERMEN

Alderman Homer – Commented that MML was very interesting.

Alderman Pruett – Nothing to report.

Alderman Bowman – Asked Mike Duffy about the shield that was to be installed according to an outside storage permit that was given. Staff will look into this issue and report back.

Alderman LoPorto – Nothing to report.

Alderman Thatcher – The Tourism fund and reserves in the fund was discussed. City Administrator Mills stated that options are being looked at that can really make a difference for our community. Alderman Thatcher then shared an overview of the DC Fly-In Trip with the Northland Chamber.

Alderman Super – I will reiterate that the MML Annual Conference was a good trip and an interesting conference. It was noticed that the new governor was not in attendance.

MOTION TO ADJOURN

Alderman Homer moved to adjourn the meeting at 7:48 p.m., second by Alderman Thatcher.
Yes: Homer, Thatcher, LoPorto, Super, Pruett, and Bowman.
Motions carried 6-0.

Robin Kincaid, City Clerk

MINUTES
SPECIAL MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, September 26, 2017
4:30 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in special session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, September 26, 2017.

Mayor Rose called the regular meeting to order at 4:30 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Chet Pruett, and Al Bowman.

Alderman Thatcher and Alderman LoPorto were both absent.

Also present were City Administrator Greg Mills, City Clerk Robin Kincaid, Community Development Director Mike Duffy, and City Engineer Travis Hoover. Also present was Special Counsel Joe Bednar.

**MOTION TO ENTER INTO
CLOSED @ 4:32 P.M.**

Alderman Homer moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, RSMo 610.021 (2) Leasing, Purchase or sale of real estate, and RSMo 610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected, second by Alderman Bowman.
Yes: Homer, Bowman, Super, and Pruett.
Motion carried 4-0.

**MOTION TO ADJOURN
CLOSED @ 5:40 P.M.**

Alderman Bowman moved at 5:40 p.m. to adjourn closed session with no action taken, second by Alderman Pruett.
Yes: Bowman, Pruett, Super, and Homer.
Motion carried 4-0.

MOTION TO ADJOURN

Alderman Super moved to adjourn the meeting at 5:41 p.m., second by Alderman Bowman.
Yes: Super, Bowman, Homer, and Pruett.
Motions carried 4-0.

Robin Kincaid, City Clerk

RESOLUTION NO. R - 2017-074

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2017-2018 WEEKS ENDING SEPTEMBER 22ND AND SEPTEMBER 29TH IN THE AMOUNT OF \$131,677.66.

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 \$131,677.66 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 3RD day of October, 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



Expense Approval Report

By Fund

Payment Dates 09/20/2017 - 09/20/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
ALPHAGRAPHICS #190	48402..	09/19/2017	NEWSLETTER	10-112-000-32000	1,250.67
OFFICE DEPOT	8345524	08/15/2017	940569008001	10-112-000-50500	251.40
OFFICE DEPOT	8345524	08/15/2017	946565674001	10-112-000-50500	57.11
OFFICE DEPOT	8345524	08/15/2017	946565744001	10-112-000-50500	19.98
OFFICE DEPOT	8345524	08/15/2017	946763968001	10-112-000-50500	74.49
OFFICE DEPOT	8345524	08/15/2017	946764020001	10-112-000-50500	13.98
OFFICE DEPOT	8345524	08/15/2017	946898494001	10-112-000-50500	74.49
SCHMIDT, EDWARD E	08/08/17	09/19/2017	BAND/SENIOR DANCE	10-341-100-44522	180.00
TIME WARNER	107747701082717	09/19/2017	CABLE SERVICE	10-341-000-25600	64.94
MERITAS HEALTH CORPORATI	09/01/17CORI	09/19/2017	EMPLOYEE LAB	10-115-000-30800	193.00
MSEC FINANCIAL SERVICES	21265161	09/19/2017	FRANCOTYP POSTALIA POSTB	10-112-000-51500	125.00
TIME WARNER	108010601091217	09/19/2017	CABLE SERVICE	10-331-000-21304	137.95
SAM'S CLUB DIRECT	004759	09/19/2017	SUPPLIES	10-221-000-52500	90.94
SAM'S CLUB DIRECT	004759	09/19/2017	SUPPLIES	10-224-000-22900	80.55
SAM'S CLUB DIRECT	004759	09/19/2017	SUPPLIES	10-226-000-22900	21.98
CENTRAL STATES LEEDS	9/14/17	09/19/2017	MEMBERSHIP RENEWAL	10-221-000-34500	25.00
HENDREN, MARYELLEN	9/14/17	09/19/2017	REIMB UNIFORMS/HENDREN	10-223-000-56000	23.37
ICMA-RC VANTAGEPOINT	41469873	09/19/2017	EMPLOYEE W/H 9/15 PAYROL	10-20006	925.57
ICMA-RC VANTAGEPOINT	41469878	09/19/2017	EMPLOYEE W/H 09/15 PAYRO	10-20006	125.00
PHILLIPS, HOLLY	9/18/17	09/19/2017	REIMB CITY SHARE/GYM ME	10-115-000-21301	39.60
DIOP, CHEIKH DEMBA	9/18/17	09/19/2017	REIMB SECURITY DEPOSIT	10-20010	30.00
RIVERSIDE AREA CHAMBER O	9/18/17	09/19/2017	REIMB SECURITY DEPOSIT	10-20010	450.00
LEE, BRIAN	9/19/17	09/19/2017	REIMB CITY SHARE/GYM ME	10-115-000-21301	257.15
DOLAN, BRIAN	9/19/17	09/19/2017	PAYROLL CORRECTION 09/01	10-20009	782.10
Fund 10 - GENERAL FUND Total:					5,294.27
Grand Total:					5,294.27

Less voided check -491.45
\$4,802.82



Expense Approval Report

By Fund

Payment Dates 09/27/2017 - 09/27/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
ADR SOCIAL MEDIA MANAGE	0002	09/27/2017	SOCIAL MEDIA MANAGEMEN	10-112-000-21300	1,500.00
RASCO, STACEY	09/19/17	09/27/2017	REIMB TRVL EXPENSE/MPR,	10-112-000-36000	189.88
TIME WARNER	101773501091517	09/27/2017	CABLE SERVICE	10-224-000-25600	133.18
IAFF LOCAL 42	9/15/17	09/27/2017	EMPLOYEE W/H 9/15 PAYROL	10-20510	625.31
KCMO WATER SERVICES DEPT	61445903546971 09/17	09/27/2017	2901 NW VIVION RD	10-336-108-25400	55.35
KCMO WATER SERVICES DEPT	61467103549090 09/17	09/27/2017	4498 HIGH DR	10-336-104-25400	151.52
KCPL SERVICE PMTS	3823-35-2154 09/17	09/27/2017	2025 VALLEY	10-336-112-25000	639.08
SAM'S CLUB DIRECT	003845	09/27/2017	SUPPLIES	10-221-000-53047	128.63
MISSOURI GAS ENERGY	0627451111 09/17	09/27/2017	2990 NW VIVION RD	10-337-103-25200	139.33
RIVERSIDE, CITY OF	09/20/2017	09/27/2017	POLICE OPERATIONS FUNDS	10-10010	620.00
MISSOURI GAS ENERGY	3730422222 09/17	09/27/2017	4200 NW RIVERSIDE DR	10-337-101-25200	42.18
MISSOURI GAS ENERGY	4413651111 09/17	09/27/2017	4498 NW HIGH DR	10-337-104-25200	132.12
SAM'S CLUB DIRECT	009997	09/27/2017	VIZIO LED TV'S/(3) MONITORS	10-226-000-53720	584.58
KCPL SERVICE PMTS	0512-89-5780 09/17	09/27/2017	2626 NW PLATTE RD	10-336-112-25000	23.00
KCPL SERVICE PMTS	0913-11-1638 09/17	09/27/2017	4100 NW RIVERSIDE DR	10-337-106-25000	68.48
KCPL SERVICE PMTS	1232-04-9424 09/17	09/27/2017	2901 NW VIVION RD DP01	10-336-108-25000	120.36
KCPL - STREET LTG	1921-09-8495 09/17	09/27/2017	4702 NW HIGH DR	10-331-000-26800	75.62
KCPL SERVICE PMTS	2093-49-0946 09/17	09/27/2017	3880 ARGOSY CASINO PARKW	10-336-113-25000	20.34
KCPL SERVICE PMTS	2130-19-8248 09/17	09/27/2017	4026 ARGOSY CASINO PARKW	10-336-113-25000	20.34
KCPL SERVICE PMTS	2953-72-9970 09/17	09/27/2017	4102 NW RIVERSIDE DR	10-337-106-25000	19.08
KCPL SERVICE PMTS	3086-70-0722 09/17	09/27/2017	2950 NW VIVION RD	10-337-102-25000	3,067.25
KCPL - STREET LTG	3147-73-7222 09/17	09/27/2017	2509 W PLATTE TS	10-331-000-26800	68.61
KCPL SERVICE PMTS	3578-68-5006 09/17	09/27/2017	4100 NW RIVERSIDE DR	10-337-106-25000	19.08
KCPL - STREET LTG	3948-82-2408 09/17	09/27/2017	4509 GATEWAY TS	10-331-000-26800	53.54
KCPL SERVICE PMTS	4649-50-9862 09/17	09/27/2017	4100 NW RIVERSIDE DR	10-337-106-25000	153.70
KCPL SERVICE PMTS	4884-79-8490 09/17	09/27/2017	4200 NW RIVERSIDE DR A	10-337-101-25000	21.76
BRANSTETTER, BILLIE	51	09/27/2017	INDIGENT LEGAL SERVICES	10-216-000-21301	600.00
ABBY G PENNELL, ATTORNEY	52	09/27/2017	INDIGENT LEGAL SERVICES	10-216-000-21301	300.00
KCPL SERVICE PMTS	5319-48-0868 09/17	09/27/2017	4100 NW RIVERSIDE DR	10-337-106-25000	119.83
KCPL SERVICE PMTS	7556-98-7111 09/17	09/27/2017	1001 NW ARGOSY PKWY	10-336-107-25000	983.69
KCPL SERVICE PMTS	7922-40-5202 09/17	09/27/2017	2990 NW VIVION RD	10-337-103-25000	3,090.34
KCPL SERVICE PMTS	8507-74-3245 09/17	09/27/2017	4200 NW RIVERSIDE DR	10-337-101-25000	845.53
KCPL SERVICE PMTS	8555-87-0016 09/17	09/27/2017	4498 NW HIGH DR	10-337-104-25000	2,818.19
KCPL SERVICE PMTS	8712-27-4759 09/17	09/27/2017	4101 VAN DE POPLIER SIREN	10-337-103-25000	35.48
KCPL SERVICE PMTS	8768-51-3516 09/17	09/27/2017	2805 NW VIVION RD	10-336-111-25000	696.70
KCPL SERVICE PMTS	9499-79-6859 09/17	09/27/2017	4500 NW HIGH DR	10-337-105-25000	223.39
KCPL SERVICE PMTS	9775-39-9838 09/17	09/27/2017	4700 HIGH DRIVE	10-337-103-25000	36.02
KCPL SERVICE PMTS	8138-89-2268 09/17	09/27/2017	4103 NW TREMONT RD	10-337-117-25000	728.28
WILCOX, JONNA	9/26/17	09/27/2017	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	49.18
KC WEB	W06-15861	09/27/2017	INTERNET SERVICE	10-112-000-27000	200.00
Fund 10 - GENERAL FUND Total:					19,398.95
Grand Total:					19,398.95



Expense Approval Report

By Fund

Post Dates 10/03/2017 - 10/03/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
TOWNER COMMUNICATIONS,	3514	10/03/2017	REPAIR PHONE/HOLDING CEL	10-224-000-40709	355.52
MISSOURI MUNICIPAL LEAGU	200012519	10/03/2017	TICKET/RASCO,LUNCH,BANQ	10-112-000-36400	94.00
LOOMIS	12077758	10/03/2017	COURIER SERVICE	10-112-000-43800	84.94
GENERAL CODE, LLC	PG000012979	10/03/2017	SUPP TEXT PAGES, SUPP INDE	10-112-000-32001	2,219.80
SERVICEMASTER RESTORATIO	13-00677-CLNS	10/03/2017	CLEAN BOOKING & EVIDENCE	10-337-103-41500	373.71
KCATA	IT 3257	10/03/2017	CONTRACT AGREEMENT/201	10-112-000-22300	1,250.00
THE PROVISION FIRST AID CO	16027	10/03/2017	FIRST AID SUPPLIES	10-341-000-51700	95.00
REJIS COMMISSION	INV0056620	10/03/2017	LEWEB SUBSCRIPTION SERVIC	10-223-000-43401	669.20
REJIS COMMISSION	INV0056636	10/03/2017	LEWEB SUBSCRIPTION SERVIC	10-216-000-43400	21.01
DOUBLED D, INC	204396R	10/03/2017	ICE CONTROL SALT	10-331-000-57000	5,429.32
CNA SURETY	68668637 09/17	10/03/2017	NOTARY ERRORS & OMISSION	10-112-000-24100	52.00
ALL COPY PRODUCTS, INC	AR2185411	10/03/2017	COPIER USAGE	10-112-000-32300	148.69
DAMON PURSELL	212986	10/03/2017	YARD WASTE DISPOSAL	10-331-000-26100	453.00
ENCOMPAS CORPORATION	8546	10/03/2017	CHAIRS	10-112-000-50500	823.70
MISSOURI MUNICIPAL LEAGU	200012664	10/03/2017	AC TICKETS, LUNCH,BANQUET	10-102-000-36400	139.00
MR MAT LLC	540206	10/03/2017	ENTRY MATS	10-337-101-41500	26.12
MR MAT LLC	540207	10/03/2017	ENTRY MATS	10-337-103-41500	32.33
MR MAT LLC	540208	10/03/2017	ENTRY MATS	10-337-102-41500	32.02
WITT APPRAISAL CO., INC.	1702141	10/03/2017	APPRAISAL/NW NORTHWOOD	10-332-000-20700	600.00
ALLEN, GIBBS, & HOULIK, L.C.	915721	10/03/2017	PAYROLL PROCESSING	10-115-000-31600	665.38
SHRED-IT US JV LLC	8034749300	10/03/2017	SHREDDING/CITY HALL	10-112-000-50500	84.67
COWELL JAMES FORGE INSUR	9/25/17	10/03/2017	BOND POLICY CANCELLED	10-14000	188.55
DAMON PURSELL	213273	10/03/2017	YARD WASTE DISPOSAL	10-331-000-26100	278.00
ALPHAGRAPHICS #190	48948	10/03/2017	NEWSLETTER	10-112-000-32000	1,250.67
MR MAT LLC	540409	10/03/2017	ENTRY MATS	10-337-102-41500	32.02
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	HEALTH - ADMINISTRATION	10-112-000-19000	3,859.18
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - ADMINISTRATION	10-112-000-19100	357.12
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - ADMINISTRATION	10-112-000-19300	66.78
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	HEALTH - MUNICIPAL COURT	10-216-000-19000	434.00
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - MUNICIPAL COURT	10-216-000-19100	34.16
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - MUNICIPAL COURT	10-216-000-19300	7.54
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	HEALTH - PUBLIC SAFETY	10-221-000-19000	20,441.44
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - PUBLIC SAFETY	10-221-000-19100	1,546.48
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - PUBLIC SAFETY	10-221-000-19300	900.58
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	HEALTH - COMMUNICATIONS	10-223-000-19000	4,787.38
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - COMMUNICATIONS	10-223-000-19100	425.44
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - COMMUNICATIONS	10-223-000-19300	81.86
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	HEALTH - PS ADMINISTRATIO	10-224-000-19000	2,916.60
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - PS ADMINISTRATIO	10-224-000-19100	203.92
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - PS ADMINISTRATIO	10-224-000-19300	50.62
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	HEALTH - FIRE DEPARTMENT	10-226-000-19000	11,214.70
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - FIRE DEPARTMENT	10-226-000-19100	1,019.60
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - FIRE DEPARTMENT	10-226-000-19300	211.10
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	HEALTH - PUBLIC WORKS	10-331-000-19000	5,521.44
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - PUBLIC WORKS	10-331-000-19100	408.88
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - PUBLIC WORKS	10-331-000-19300	82.94
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	HEALTH - ENGINEERING	10-332-000-19000	1,628.12
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - ENGINEERING	10-332-000-19100	119.04
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - ENGINEERING	10-332-000-19300	29.08
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	HEALTH - COMMUNITY CENT	10-341-000-19000	1,045.92
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - COMMUNITY CENT	10-341-000-19100	68.32
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - COMMUNITY CENT	10-341-000-19300	15.08
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	HEALTH - COMMUNITY DEVEL	10-819-000-19000	5,452.18

Expense Approval Report

Post Dates: 10/03/2017 - 10/03/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - COMMUNITY DEVEL	10-819-000-19100	373.68
MIDWEST PUBLIC RISK OF MI	B03R1K	10/03/2017	DENTAL - COMMUNITY DEVEL	10-819-000-19300	72.16
				Fund 10 - GENERAL FUND Total:	78,773.99
Fund: 21 - CAPITAL IMPROVEMENTS FUND					
FIRELAKE CONSTRUCTION, IN	CC6-6418-R	10/03/2017	HVAC CONTROL UPGRADES	21-039-000-53000	4,120.50
BARBER SEWER & DITCHING	3440	10/03/2017	FLOWABLE SLURRY/NW 45TH	21-025-000-53000	5,200.00
NATIONAL FIRE SUPPRESSION	NAT008319	10/03/2017	RELOCATED SPRINKLER	21-039-000-53000	580.00
FREELANCE EXCAVATION, LLC	1019A	10/03/2017	SKIDLOADER/MATTOX & 50T	21-025-000-53000	1,181.00
FREELANCE EXCAVATION, LLC	1019B	10/03/2017	SKIDLOADER/MATTOX	21-025-000-53000	605.00
HOUSTON EXCAVATING	166	10/03/2017	HORIZONS SOUTH & I-635	21-020-000-54000	4,025.00
COCKRELL PAVING, LLC	2017-73	10/03/2017	3220 VIVION RD/CRACK/DIP P	21-025-000-53000	1,620.00
				Fund 21 - CAPITAL IMPROVEMENTS FUND Total:	17,331.50
Fund: 30 - CAPITAL EQUIPMENT FUND					
ENET, LLC	5126	10/03/2017	POWEREDGE SERVERS/UPGR	30-112-000-62000	11,370.40
				Fund 30 - CAPITAL EQUIPMENT FUND Total:	11,370.40
				Grand Total:	107,475.89



Riverside Police Department

Resolution Overview

AGENDA DATE: October 3, 2017

BACKGROUND: This request is for the purchase of firearms training ammunition that was approved in the 2017-2018 budget. The ammunition will be purchased through Gulf States Distributors based on the Missouri State Contract

BUDGETARY IMPACT: This cost of this request is \$12,684

RESOLUTION NO. R-2017-075

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF AMMUNITION FROM GULF STATES DISTRIBUTORS IN AN AMOUNT NOT TO EXCEED \$12,684.00 OFF THE STATE OF MISSOURI COOPERATIVE PURCHASE CONTRACT

WHEREAS, the City of Riverside Department of Public Safety utilizes a variety of ammunition for training and duty use; and

WHEREAS, the City of Riverside in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS, the State of Missouri has competitively bid certain police department equipment and supplies utilized by the City of Riverside and has determined that the State of Missouri Cooperative Purchase Contract #C114052005 to be the most competitive bid; and

WHEREAS, the City of Riverside finds it is in the best interest of the citizens of the City of Riverside to authorize and approve the purchase of ammunition from Gulf States Distributors within budgeted amounts for the fiscal year 2017-2018 off the State of Missouri cooperative purchase contract;

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

THAT the purchase of ammunition from Gulf States Distributors in an amount not to exceed \$12,684.00 is hereby authorized and approved; and

FURTHER THAT the Mayor, City Administrator, and staff are authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the _____ day of _____, 2017.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk



2950 NW Vivion Road
Riverside, Missouri 64150

MEMO DATE: September 29, 2017

AGENDA DATE: October 3, 2017

TO: The Mayor and the Board of Aldermen

FROM: Tom Wooddell

RE: Relocation Residential Dumpster Service

BACKGROUND: Relocation of the residential dumpster service and operations from the Public Works facility to Pursell's recycle facility was presented at the 2016-2017 budget meeting. The key points for the relocation were health, safety, security and staffing reasons. Residential dumpster services and operations will be performed by Pursell. This ordinance is extending the agreement for the first year extension allowed in the agreement.

Budgetary Impact: The 2017-2018 budget included \$20,000.00 for annual residential dumpster services and operations provided and performed by the Pursell recycle facility.

REVIEWED BY AND RECOMMENDATION: Staff recommends relocation of the residential dumpster, services and operations to the Pursell Recycle Center located at 6305 NW Riverpark Dr., Riverside, MO.

AN ORDINANCE AUTHORIZING THE CITY OF RIVERSIDE TO EXTEND THE SERVICES AGREEMENT WITH DAMON PURSELL CONSTRUCTION COMPANY IN RIVERSIDE MISSOURI

WHEREAS, the City of Riverside and Damon Pursell have previously entered into separate agreement pursuant to Ordinance No. 2009-165, establishing the riverside Brush and Yard Waste Recycling Program at the Service Provider’s recycling facility located at 6305 NW Riverpark Dr., Riverside, Missouri (“Facility”); and

WHEREAS, the City of Riverside established an amended service agreement pursuant to Ordinance No. 1480 to locate a solid waste dumpster at the Facility so that City residents may dispose of bulky solid waste items (solid waste and Brush/yard waste disposal referred to herein as “services”); and

WHEREAS, such amended service agreement provides for the ability to extend such contract for up to five additional one-year terms (Nov. 1, 2017, 2018, 2019, 2020, and 2021), renewed at a rate mutually agreed upon by both parties.

WHEREAS, Service Provider desires to provide the Services for the City of Riverside: and

WHEREAS, the City determines that the Services contribute to the health, safety, and welfare of the City, as well as the economic and social potential of the City and its residents, and that the expenditure of funds to assist in providing the Services is for a public purpose and approving the extension of the amended service agreement.

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

Section 1. The City of Riverside and Damon Pursell Construction Company agree upon the mutual covenants and agreements with an effective date of November 1, 2017, as set forth in the Service Agreement attached hereto in its substantial form, is hereby authorized and approved;

Section 2. The Mayor or City Administrator are authorized and directed to execute the Damon Pursell Construction Company/City of Riverside Services Agreement, together with any and all documents necessary or incidental to the performance thereof, and the City Clerk is authorized to attest to the same;

Section 3. The city staff is authorized and directed to perform all acts necessary or desirable to effectuate the intent of this Ordinance.

PASSED AND ADOPTED by the Board of Aldermen and APPROVED by the Mayor of the City of Riverside, Missouri, the ___ day of October, 2017.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is entered into by and between the City of Riverside, Missouri (“City”) and Damon Pursell Construction Co., 6305 NW Riverpark Dr., Riverside, Missouri 64150 (“Service Provider”).

WHEREAS, pursuant to Ordinance No. 2009-165, the City established the Riverside Brush and Yard Waste Recycling Program in which City residents may recycle brush and yard waste at the Service Provider’s recycling facility located at 6305 NW Riverpark Dr., Riverside, Missouri (“Facility”); and

WHEREAS, the City established an amended service agreement pursuant to Ordinance No. 1480 to locate a solid waste dumpster at the Facility so that City residents may dispose of bulky solid waste items (solid waste and brush/yard waste disposal referred to herein as “Services”); and

WHEREAS, Service Provider desires to provide the Services for the City of Riverside; and

WHEREAS, the City determines that the Services contribute to the health, safety, and welfare of the City, as well as the economic and social potential of the City and its residents, and that the expenditure of funds to assist in providing the Services is for a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree to the following:

1. The Service Provider shall provide solid waste and brush/yard waste recycling drop off collection support services to the City.
2. The City shall provide and pay for dumpster services provided through the current City solid waste contract as needed. The City shall pay a management fee to the Service provider of \$20,000.00 annually, payable in one payment. Contractor shall submit an invoice for payment with the contract amount at the time of the contract renewal annual start date.
3. The Service Provider shall manage solid waste and brush/yard waste recycling drop off activities at the Facility.
4. The term of the original service agreement shall begin on the Effective Date of November 1, 2016, and end on October 31, 2017. This Agreement may be renewed at a rate mutually agreed upon by both parties for up to five additional one-year terms (Nov. 1, 2017, 2018, 2019, 2020, and 2021). This service agreement is the first renewal for Nov. 1, 2017 through October 31, 2018.
5. The Service Provider shall provide sufficient on-site staff to perform the following:
 - a. Require persons seeking to drop off bulky solid waste or to recycle yard waste, to show proof of City residence;

- b. Ensure that the Facility is open Monday through Friday, from 7:30 a.m. to 3:30 p.m., excluding winter weather permitting and holidays;
 - c. Use reasonable efforts in monitoring usage to prevent the disposal of household hazardous waste (as listed in Exhibit A) and providing information to such persons regarding the Mid-America Regional Council's Household Hazardous Waste disposal program.
 - d. Collect the following usage data: the number of persons using brush/yard waste disposal by day of week; the number of persons using bulky solid waste disposal by day of week; load category and confirmation of person's proof of City of Riverside residency.
6. The Service Provider agrees to comply with, and provide any necessary affidavits under, Section 285.530, RSMo to confirm that it will not knowingly employ any person who is an unauthorized alien.
7. During the term of this Agreement, the Service Provider shall maintain commercial liability insurance, to protect against any liability arising out of the performance of the Service Provider'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 the City shall be named as an additional named insured on all such policies. The Service Provider shall also maintain such Worker's Compensation insurance as is required by Missouri law.
8. The parties agree that Service Provider is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Facility. The Service Provider shall defend, indemnify and hold harmless the City 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 the Service Provider, its employees or agents of Service Provider's obligations under this Agreement.
9. This Agreement is the sole agreement between the parties concerning the Services.
10. This Agreement may only be amended by an agreement in writing signed by each party.
11. This Agreement is not assignable.
12. This Agreement is for the sole benefit of the parties, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
13. Nothing in this Agreement shall constitute or be construed as a waiver of the City's sovereign immunity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last executed by the parties below.

City of Riverside, Missouri:

Mayor Kathleen L. Rose

Dated: _____

ATTEST:

City Clerk Robin Kincaid

Damon Pursell Construction Co.:

By: _____
President Manjit Sarai

Dated: _____

Exhibit A

Household Hazardous Waste List

Common HHW products that can be taken to a MARC HHW collection facility:

- Acids
- Adhesives and glues
- Aerosol cans (hairspray, oven cleaner, etc.)
- Ammonia
- Antifreeze
- Art and hobby paints
- Asphalt and roofing tar
- Batteries, household, dry cell or lead acid
- Bleach
- Brake fluid
- Capacitors
- Caulk
- Car wax and cleaners
- Charcoal lighter fluid
- CFCs and HCFCs
- Disinfectants
- Drain opener
- Fabric dyes
- Fertilizer
- Fingernail polish and remover
- Flea collars
- Fluorescent lights
- Furniture polish and wax
- Gas cylinders (up to 5 lbs.)
- Gasoline
- Insecticide and insect repellent
- Kerosene and fuel oils
- Lead
- Lighter fluid
- Lubricating oils
- Mercury
- Mothballs
- Motor oil
- Organic solvents
- Oven cleaner
- Paint: solvent- or water-based
- Paint strippers: alkaline-, solvent- or water-based
- Pesticides
- Pet spray and dip
- Photographic chemicals
- Rat and mouse poison
- Septic tank cleaners
- Shoe polish
- Spot removers
- Swimming pool and spa chemicals
- Toilet bowl cleaner
- Transmission fluid
- Tub and tile cleaner
- Unknown substances
- Varnish
- Windshield wiper fluid
- Wood preservatives
- Wood stain



2950 NW Vivion Road
Riverside, Missouri 64150

AGENDA DATE: 2017-10-03
TO: Mayor and Board of Aldermen
FROM: Chief Gordon Fowlston – Fire Chief
RE: Hiring Ordinance - Berry Benedick

Position Information

This hire will fill a part-time firefighter position. The firefighter position has a pay range of \$15.00 to \$21.00 with a midpoint of \$18.00.

Hiring Recommendation

Staff recommends approving the following hire:

Candidate: Berry Benedick
Open Position: Firefighter
FLSA Status: Part Time, non-exempt
Starting Pay: \$15.00 per hour

This individual has passed all required pre-employment testing and is considered to be a qualified candidate for this position.

AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF BERRY BENEDICK AS A PART-TIME FIREFIGHTER IN THE FIRE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE

WHEREAS, City Code Section 110.070 provides for the appointment of employees of the City by the City Administrator with approval of the Mayor and Board of Aldermen; and

WHEREAS, City Code Section 110.140 provides for the establishment of the salary of non-elected employees of the City by ordinance; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Berry Benedick as a Firefighter in the Fire Department as provided herein;

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

SECTION 1 – HIRING OF EMPLOYEE. Berry Benedick is hereby employed as a Part-Time Firefighter in the Fire Department.

SECTION 2 – STARTING SALARY. The starting salary for this position shall be set at \$15.00 per hour. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT. 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.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect as of October 3rd, 2017.

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 October 2017.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk



2950 NW Vivion Road
Riverside, Missouri 64150

AGENDA DATE: 2017-10-03
TO: Mayor and Board of Aldermen
FROM: Chief Gordon Fowlston – Fire Chief
RE: Hiring Ordinance - Stephen Gilchrist

Position Information

This hire will fill a part-time firefighter position. The firefighter position has a pay range of \$15.00 to \$21.00 with a midpoint of \$18.00.

Hiring Recommendation

Staff recommends approving the following hire:

Candidate: Stephen Gilchrist
Open Position: Firefighter
FLSA Status: Part Time, non-exempt
Starting Pay: \$15.00 per hour

This individual has passed all required pre-employment testing and is considered to be a qualified candidate for this position.

AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF STEPHEN GILCHRIST AS A PART-TIME FIREFIGHTER IN THE FIRE DEPARTMENT AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE

WHEREAS, City Code Section 110.070 provides for the appointment of employees of the City by the City Administrator with approval of the Mayor and Board of Aldermen; and

WHEREAS, City Code Section 110.140 provides for the establishment of the salary of non-elected employees of the City by ordinance; and

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Stephen Gilchrist as a Firefighter in the Fire Department as provided herein;

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

SECTION 1 – HIRING OF EMPLOYEE. Stephen Gilchrist is hereby employed as a Part-Time Firefighter in the Fire Department.

SECTION 2 – STARTING SALARY. The starting salary for this position shall be set at \$15.00 per hour. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT. 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.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect as of October 3rd, 2017.

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 October 2017.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF RIVERSIDE AND CBC REAL ESTATE GROUP FOR DEVELOPMENT CONSULTANT SERVICES

WHEREAS, The City of Riverside Missouri ("City") and CBC Real Estate Group ("Consultant") desire to enter into an Agreement to provide for professional development consultant services ("Consultant Services") related to the development of all land currently owned by the City or that may be acquired by the City in the future, excluding the Horizons East Site as defined in Exhibit A of the Master Development Agreement executed between Briarcliff Realty LLC and the City on May 10, 2011. ("Property").

WHEREAS, Consultant is experienced in the real estate development business and the City has requested that Consultant assume certain responsibilities in connection with the Property.

WHEREAS, The City and Consultant desire to enter into this Agreement with respect to services related to the marketing, planning, development and/or sale of the Property, upon the terms and conditions hereinafter set forth with the objective of maximizing the value of the Property for the City and its residents, and positioning the Property for sale and/or development in order to enhance both the value and the return on investment to the City, thereby enhancing the health safety and welfare of the City's citizens and businesses.

WHEREAS, The City wishes to engage Consultant in the continuation of the implementation of the 2006 Master Plan and the 2010 Master Plan Update with respect to the development of the Property. The Scope of Services the Consultant agrees to provide to the City are attached hereto as **Exhibit 1**, and incorporated herein ("Scope of Services").

WHEREAS, The approval by the City of said Agreement establishing Consultant as the Development Consultant for the City is in the best interest of the City as it fulfills a public purpose and will further the growth of the City, facilitate the development of the entire Horizons site, improve the environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Horizons site, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers.

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. The approval by the City of said Agreement establishing CBC Real Estate Group as the Development Consultant for the City ("Consultant") is in the best interest of the City as it fulfills a public purpose and will further the growth of the City, facilitate the development of the City, improve the

environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Horizons site, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers, and said Agreement is hereby approved and authorized for execution by the Mayor upon written confirmation by the Special Counsel to the City, Spencer Fane LLP ("SF") of satisfaction of the following conditions:

SECTION 2. AUTHORITY TO EXECUTE. The City and the officers, agents and employees of the City, including the Mayor, the City Administrator, Special Counsel to the City, and Finance Director and other appropriate City officials are hereby authorized to execute in an Agreement in substantially the same form as set forth in Exhibit A, attached hereto and incorporated herein, and to take any and all actions as may be deemed necessary or convenient to carry out the terms and conditions of such Agreement and comply with this Ordinance and the City Clerk is authorized to attest thereto.

SECTION 3. 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.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect upon and after its passage and approval.

BE IT REMEMBERED that the above was **PASSED AND APPROVED** by a majority of the Board of Aldermen, and **APPROVED** by the Mayor of the City of Riverside, Missouri, this ___ day of October, 2017.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

Approved as to form:

Spencer Fane LLP Special Counsel to the City
By Joe Bednar

9/29/2017

DEVELOPMENT CONSULTANT AGREEMENT

THIS DEVELOPMENT CONSULTANT AGREEMENT (“Agreement”) is made and entered into as of October __, 2017 (“Effective Date”), by and between the **CITY OF RIVERSIDE, MISSOURI**, a city and political subdivision duly organized and existing under the Constitution and laws of the State of Missouri (“City”), and **CBC Real Estate Group, LLC**, a limited liability company duly organized and existing under the laws of the State of Missouri (“Consultant”).

RECITALS

WHEREAS, The City and Consultant desire to enter into this Agreement to provide for professional development consultant services (“Consultant Services”) related to the development of all land currently owned by the City or that may be acquired by the City in the future, excluding the Horizons East Site as defined in Exhibit A of the Master Development Agreement executed between Briarcliff Realty LLC and the City on May 10, 2011. (“Property”).

WHEREAS, Consultant is experienced in the real estate development business and the City has requested that Consultant assume certain responsibilities in connection with the Property.

WHEREAS, The City and Consultant desire to enter into this Agreement with respect to services related to the marketing, planning, development and/or sale of the Property, upon the terms and conditions hereinafter set forth with the objective of maximizing the value of the Property for the City and its residents, and positioning the Property for sale and/or development in order to enhance both the value and the return on investment to the City, thereby enhancing the health safety and welfare of the City’s citizens and businesses.

WHEREAS, The City wishes to engage Consultant in the continuation of the implementation of the 2006 Master Plan and the 2010 Master Plan Update with respect to the development of the Property. The Scope of Services the Consultant agrees to provide to the City are attached hereto as **Exhibit 1**, and incorporated herein (“Scope of Services”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Scope of Agreement.** All of the recitals set out in this Agreement are incorporated as if set forth in this Agreement.
2. The Consultant agrees to provide the professional development consultant services (“Consultant Services”) related to related to the development of all land currently owned by the City or that may be acquired by the City in the future, excluding the Horizons East Site as defined in Exhibit A of the Master Development Agreement executed between Briarcliff Realty LLC and the City on May 10, 2011. (“Property”).

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3. **Engagement.** City hereby engages Consultant to perform the Scope of Services described in **Exhibit 1**, attached hereto and incorporated herein, and Consultant hereby accepts such engagement.

4. **Term.** The term of this Agreement shall commence upon the execution of this Agreement and shall continue until terminated as provided herein.

5. **Insurance.** City shall procure such insurance coverage on the Property in such amounts and with such coverages deemed proper by City.

6. Consultant **Indemnification.** Consultant shall indemnify and save City harmless from and against all liability, claims, including third-party claims, losses, costs, damages and expenses (including reasonable attorney's fees) suffered by City as a consequence of

(a) any bodily injury and/or property damage occurring on or about the Property during the term of this Agreement and caused by the negligence or willful misconduct of Consultant, or their employees, agents, representatives, licensees or invitees,

(b) Consultant's breach of any of the terms, covenants and conditions of this Agreement, or

(c) the violation of or non-conformance with any federal, state or local statute, ordinance, administrative rule, regulation or other requirement, including without limitation the Americans with Disabilities Act of 1990 and all amendments thereto, by Consultant or its employees, agents, representatives, licensees or invitees.

7. City and Consultant acknowledge and agree that City owns the Property and provides all salaries and benefits for employees of City, and that City carries policies of insurance with respect to the Property and the employees.

8. City hereby agrees to assume full responsibility with respect to the Property and City's employees for any losses or injuries incurred relative to the operations of City.

9. City **Indemnification.** To the extent permitted by law, City agrees to indemnify and save Consultant harmless from and against all liability claims, including third party claims, losses, costs, damages and expenses (including reasonable attorney's fees) suffered by Consultant as a consequence of

(a) any bodily injury and/or property damage occurring on or about the Property during the term of this Agreement and caused by the negligence or willful misconduct of City or their employees, agent, representatives, licenses or invitees, other than Consultant, or for liability arising from such City operations including workers compensation claims of said employees and indemnifies Consultant with respect to any such claims

(b) City's breach of any of the terms, covenants and condition of this agreement, or

(c) the violation of or non-conformance with any federal, state or local statute, ordinance, administrative rule, regulation or other requirement, including without limitation the Americans with Disabilities Act of 1990 and all amendment thereto, by City or their employees, agents, representatives, licensees or invitees, other than Consultant.

10. **Termination.** Notwithstanding anything contained herein to the contrary, the agreement to provide services contained in this Agreement shall be continued on a month to month basis as of the date of the execution of this Agreement by the Parties. Either party may terminate this Agreement for any

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reason or no reason at all upon at least thirty (30) days prior written notice to the other party, in which event Consultant shall be paid through the date of termination. Notwithstanding the foregoing, the City may immediately terminate this Agreement and Consultant's rights hereunder "for cause" without providing thirty (30) days notice or liability to Consultant upon the occurrence of any of the following events:

(a) Consultant fails to keep, observe or perform any covenant, restriction, term or provision of this Agreement;

(b) Consultant applies for or consents to the appointment of a receiver, trustee or liquidator or for all or a substantial part of Consultant's assets;

(c) Consultant files a voluntary petition in bankruptcy;

(d) Consultant admits in writing to the City its inability to pay its debts as they become due;

(e) Consultant makes a general assignment of its assets for the benefit of its creditors;

(f) Consultant files a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law;

(g) An order, judgment or decree is entered by any court of competent jurisdiction on the application of a creditor adjudicating Consultant as bankrupt or insolvent or approving a petition seeking reorganization of Consultant or appointing a receiver, trustee or liquidator for Consultant for all or a substantial part of Consultant's assets, and such order, judgment or decree continues in effect for more than sixty (60) days;

(h) Any assignment or attempted assignment of this Agreement by Consultant other than those permitted assignments described in Section 1.10; or

(i) Consultant commits a misdemeanor involving moral turpitude or any felony.

In the event that City terminates this Agreement "for cause," City shall have no liability to Consultant. No failure by City to assert its rights to terminate "for cause" shall constitute a waiver of City's rights or remedies with respect to such event or any subsequent occurrence of any of the foregoing.

11. **Assignment.** Consultant shall not transfer, assign or convey this Agreement or any interest in this Agreement or its rights or duties hereunder to any individual, person or entity without the prior written consent of the City, which consent may be withheld in the City's sole discretion, provided, however, that Consultant may either change the legal name of Consultant or assign its rights or duties hereunder in this Agreement to a limited liability company which is majority owned by Consultant or a revocable trust in which he is grantor and trustee, without the consent of the City. Consultant shall not enter into any subcontractor or other agreement whereby the obligation to perform any of the services to be provided hereunder is assumed by any other individual, person or entity without the prior written consent of the City. Any such attempted assignment or subcontract without City's prior written consent shall be null and void.

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12. **No Partnership or Joint Venture.** Nothing in this Agreement shall constitute, or be construed to be or to create a partnership, joint venture or lease between the City and Consultant with respect to the Property.

13. **Independent Contractor.** The parties intend that Consultant's legal status with respect to City shall be that of independent contractor. The parties expressly disclaim any intent to create an agency relationship between the City and the Consultant. Accordingly, Consultant shall be an independent contractor with respect to its rights, duties and obligations under this Agreement.

14. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of the City's sovereign or governmental immunity and/or official immunity of its officers or employees from liability or suit pursuant to state law.

15. **No Third Party Rights.** It is expressly understood that there are no third party beneficiaries to this Agreement, except as may be expressly set forth herein.

16. **Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

17. **Confidentiality.** This Agreement creates a confidential relationship between City and Consultant. Each party will keep the confidential information of the other confidential and will only use such the confidential information to perform their respective obligations under this Agreement. Each party must protect the confidential information of the other from both unauthorized use and unauthorized disclosure by exercising the same degree of care that is used with respect to information of its own of a similar nature, except that the receiving party must at least use reasonable care. Upon cessation of work, or upon written request, each party will return or destroy all the confidential information of the other.

18. **Developed Property.** Consultant hereby assigns and agrees to assign and disclose to City all intellectual property generated, conceived or developed under this Agreement. Any works of authorship in any form of expression are works for hire and belong exclusively to City. If, by operation of law, the ownership of works for hire do not automatically vest in City, Consultant will take necessary steps to assign ownership to City. Consultant will provide reasonable assistance to City to secure intellectual property protection, including, without limitation assistance in the preparation and filing of any copyright registrations, and the execution of all applications, assignments or other instruments for perfection or protection of title. Consultant will pay Consultant personnel any compensation due in connection with the assignment of any intellectual property or invention developed under this Agreement. Consultant warrants to City that Consultant personnel are and will continue to be throughout the term of this Agreement subject to agreements that will secure City's rights under this Section.

19. This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous agreements, proposals, inquiries, commitments, discussions and correspondence, whether written or oral. This Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.

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

9/29/2017

“CITY”

CITY OF RIVERSIDE, MISSOURI

By: _____
Kathleen L. Rose, Mayor

(SEAL)

Attest:

Robin Kincaid, City Clerk

STATE OF MISSOURI)
) SS.
COUNTY OF PLATTE)

On this ____ day of _____, 2017, before me appeared Kathleen L. Rose, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the CITY OF RIVERSIDE, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

9/29/2017

“CONSULTANT”

CBC Real Estate Group, LLC, a Missouri limited liability company:

By: _____

Name: William F. Crandall

Title: Principal _____

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2017, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of CBC Real Estate, LLC, a Missouri limited liability company,, and that he is authorized to sign the instrument on behalf of said company by authority of its members, and acknowledged to me that he executed the within instrument as said company’s free act and deed.

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

Notary Public

My Commission Expires:

EXHIBIT 1
SCOPE OF WORK AND COMPENSATION

1 **Development.** Consultant shall use its best efforts pursuant to those services provided for within Attachment A, attached hereto and incorporated herein, to position the Property for development as provided herein. All expenses of Consultant associated with development the Property shall be paid by Consultant unless approved by the City in advance in writing.

2 **Coordination of Development Opportunities.** Consultant shall use best efforts to assist the City in negotiating with various users and assisting in the coordination of new development opportunities with the City and other agencies as needed. Consultant shall coordinate with City staff to present each new development opportunity to the Mayor and Board of Aldermen in a clear and concise way for the City's consideration. Materials prepared by Consultant shall include, but are not limited to the following:

- a. Background research on companies desiring to locate within the City;
- b. Economic return on investment analysis for locating, expanding and relocating businesses; and
- c. An economic impact analysis of the proposed project based on the City's budget, financial structure and property value data.

In no event shall the City have any obligation to accept any opportunity presented to the City by Consultant, nor shall the City incur any liability to Consultant for rejecting any opportunity.

3 **Records and Compliance.** With respect to any and expenses for which there is a reimbursement from the City, Consultant shall keep and maintain true and accurate records (and all supporting invoices, vouchers and the like) relating to this Agreement and all receipts and disbursements collected and made in respect thereto, all of which shall be and remain the property of the City and subject to its inspection at all times for a period of at least three (3) years after the termination of this Agreement.

4 **Reports.** Consultant shall deliver to City, within twenty (20) days after the end of each calendar month, in a form acceptable to City, an operational summary of services provided for the Property. At least quarterly, Consultant shall meet with the Mayor and Board of Aldermen to review the performance of its services provided for the Property.

5 **City Documents.** Consultant shall have access to all existing reports and documents in the possession of the City relating to master planning and real property matters for the Property.

6 **Compensation.** The City shall provide compensation to Consultant for its consulting services provided under this Agreement pursuant to the Scope of Work for Project 1 as delineated within Attachment A related to the Property as follows:

- a. The City shall pay to Consultant a fee as arrived at per project, not to exceed Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) per project.
- b. Hourly Rates will be as follows:
 - Bill Crandall, Managing Principal \$325 per hour
 - Jason Glasrud, Development Manager \$175 per hour

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7. **Expenses.** Consultant shall pay for all normal business expenses out of the Consultant's fee. Consultant does not anticipate any additional expenses to be incurred above and beyond our stated fees. However, items that will be deemed reimbursable include any travel that may be required, as well as any additional consultants that may be hired to supplement the CBC team. In either case, the scope and projected costs would require review and approval by the City of Riverside. Travel may be reimbursable with prior approval of the City Administrator. If additional consultants are needed the scope and projected costs shall require approval by the City.

**DEVELOPMENT CONSULTANT AGREEMENT
INITIAL SCOPE OF WORK FOR PROJECT 1**

I. PHASE I CREATION OF THE PLAN

A. **DUE DILIGENCE.** Site due diligence, including review of all available property records, ownership history, phase 1 environmental reports, geotechnical and structural studies, including but not limited to the following to the Evaluation of Site Conditions as follows:

1. Soils (phase 1 environmental, geotechnical studies)
2. Property Boundaries/Access
 - i. Points of ingress and egress;
 - ii. Visibility from major roads;
 - iii. Traffic counts.

B. **REVIEW OF THE CITY'S VISION.**

1. Review of Master Plan (2010 Update) taking long-term planning efforts into account and conducting a thorough review of comprehensive plans and/or master planning documents that have been created that govern development in this area.
2. Meet with City leadership and staff in order to better understand the desired activation of these properties, and long-term vision of the City of Riverside from a development standpoint.
3. Understand community expectations for "Upper Gateway", "Downtown" and "South Downtown" areas, per the Camp Plan, as well as the existing, adjacent commercial properties.

C. **REVIEW OF THE MARKET'S PERSEPECTIVE.**

1. Test the Market Strike a balance between the planning effort and what the market will accept through:
 - a. Engaging real estate brokerage community, specifically meeting with local retail and office real estate brokers/developers, to get opinions of these sites from a tenancy and pricing standpoint.
 - b. Compare/Contrast demographic data with comparable commercial developments in the region (shopping centers,/multi-family/ flex commercial/other "attractions")

D. **COMMUNICATIONS WITH THE BOARD OF ALDERMEN.**

1. Provide regular (no less than bi-monthly) updates to staff; BOA; sub-group of BOA on progress.

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2. Together with Clark/Enersen, present conceptual development plans to the Board of Alderman for review and comment.

3. Identification of prospective developers and/or end-users who will be brought to the table through CBC's outreach efforts.

4. Presentation of Findings to the Board of Aldermen outlining CBC's recommendations and proposed plan of action, including but not limited to a detailed Site Analysis will be submitted prior to the conclusion of the engagement, which will include a proposed development strategy, including projected development costs and potential tenant mix and any financial participation that may be required of the City of Riverside.

II. Phase 2 EXECUTION OF THE PLAN

A. Marketing to Developers/Tenants/End-Users

1. Upon approval of BOA to proceed with marketing concept plans, Consultant will market to the real estate community and end-users in order to generate interest in the project.

2. Review Proposed Development Plans & Economics

3. Proceed to "LOI: Letter of Intent" stage, with public presentations by developer/tenants

4. Draft Purchase/Sale Agreements and Development Agreement(s) if there are incentives requests, and proceed with land conveyance and development

B. Land Sale/Conveyance and Development Agreement(s)

1. Upon completion of Phase 1 activities, Consultant will act as the City's agent in the negotiations of the land sale or long-term lease of the property to a third-party.

a. This will involve negotiating a Purchase/Sale Agreement (PSA), as well as a Development Agreement that will outline the acceptable uses of the proposed project and the use of incentives (if any).

2. Consultant will earn a fee (to be determined by the value of the private investment including incentives) in the negotiation of a Development Agreement, which are typically equal to 2% of the private investment including public incentives);

3. However, if our scope is limited to land transactions (i.e. no incentives), our compensation would be equal to a market-rate commission on the sale of the ground (3% with a participating broker; 4% without a participating broker).

RESOLUTION NO. R-2017-076

**A RESOLUTION APPROVING A SITE ACCESS AGREEMENT WITH
CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY**

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

THAT the Riverside Board of Aldermen hereby approves the Site Access Agreement by and between the City of Riverside and Chevron Environmental Management Agreement, in substantially the form attached hereto, and the Mayor is authorized to execute the Site Access Agreement on behalf of the City;

FURTHER THAT the Mayor, the City Administrator, City Engineer, 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;

FURTHER THAT this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED AND PASSED this _____ day of _____, 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk