



Upstream from ordinary.

BOARD OF ALDERMEN MEETING
RIVERSIDE CITY HALL
2950 NW VIVION ROAD
RIVERSIDE, MISSOURI 64150
TENTATIVE AGENDA
JANUARY 2, 2018

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.

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 December 19, 2017 (Regular Meeting)

R-2018-001: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2017-2018 WEEK ENDING DECEMBER 22ND AND DECEMBER 29TH IN THE AMOUNT OF \$309,642.97. Point of Contact: Finance Director Donna Oliver.

R-2018-002: A RESOLUTION REAPPOINTING JIM FRAKES TO THE PLANNING & ZONING COMMISSION. Point of Contact: Mayor Kathy Rose.

R-2018-003: A RESOLUTION REAPPOINTING STEVEN KASPAR TO THE PLANNING & ZONING COMMISSION. Point of Contact: Mayor Kathy Rose.

R-2018-004: A RESOLUTION REAPPOINTING STEPHEN KING TO THE PLANNING & ZONING COMMISSION. Point of Contact: Mayor Kathy Rose.

R-2018-005: A RESOLUTION REAPPOINTING MIKE SOLER TO THE PLANNING & ZONING COMMISSION. Point of Contact: Mayor Kathy Rose.

R-2018-006: A RESOLUTION REAPPOINTING LORI LOCKE TO THE TOURISM COMMISSION OF RIVERSIDE, MISSOURI. Point of Contact: Mayor Kathy Rose.

REGULAR AGENDA

1. First Reading: Bill No. 2018-001: **AN ORDINANCE APPROVING AND AUTHORIZING CHANGE ORDER NO. 6 TO THE AGREEMENT WITH HOUSTON EXCAVATING & DEMOLITION FOR THE PROVISION OF FILL DIRT TO THE CITY, AND SERVICES RELATED THERETO, ORIGINALLY AUTHORIZED BY ORDINANCE NO. 1294 AS FURTHER AMENDED.** Point of Contact: City Engineer Travis Hoover.
2. First Reading: Bill No. 2018-002: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF BRANDON SPENCER AS A FULL-TIME POLICE OFFICER IN THE DEPARTMENT OF PUBLIC SAFETY AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE.** Point of Contact: Police Chief Chris Skinrood.
3. First Reading: Bill No. 2018-003: **AN ORDINANCE AUTHORIZING AND APPROVING PARTICIPATION IN THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM.** Point of Contact: City Clerk Robin Kincaid.
4. **R-2018-007: A RESOLUTION APPROVING AN AGREEMENT FOR MASTER PLANNING SERVICES AND APPROVAL OF TASK ORDER NUMBER ONE BETWEEN THE CITY OF RIVERSIDE, MISSOURI AND CONFLUENCE COMPANY, INC.** Point of Contact: Capital Project & Parks Manager Noel Challis.
5. **Communication from City Administrator**

A. FYI – April 3, 2018 Municipal Election filings began Tuesday, December 12th and will Close on January 16, 2018. Filed to date: Mayor – Kathy Rose, Ward II – Jill Hammond, and Ward III – Nathan Cretsinger and Frank Biondo.

a) Department Reports

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

6. Communication from Mayor

7. Communication from Board of Aldermen

8. Motion to Adjourn

ATTEST:


Robin Kincaid, City Clerk

Posted 12.28.17 at 3:00 p.m.


Michael Duffy Community Development Director

MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, December 19, 2017

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, December 19, 2017.

Mayor Rose called the regular meeting to order at 6:01 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Art Homer, Ron Super, Chet Pruett, Aaron Thatcher, Sal LoPorto, and Al Bowman.

Also present were City Administrator Greg Mills, Community Development Director Mike Duffy, City Clerk Robin Kincaid, City Planner Sarah Wagner, Finance Director Donna Oliver, City Engineer Travis Hoover, Police Chief Chris Skinrood, and Fire Chief Gordon Fowlston. Also present were City Attorney Paul Campo and Special Counsel Joe Bednar.

**MOTION TO ENTER INTO
CLOSED @ 6:01 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, RSMo 610.021 (3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed, 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 Pruett.
Yes: Homer, Pruett, Super, LoPorto, Bowman, and Thatcher.
Motion carried 6-0.

**MOTION TO ADJOURN
CLOSED @ 7:06 P.M.**

Alderman Thatcher moved at 7:06 p.m. to adjourn closed session with action taken, second by Alderman Bowman.
Yes: Thatcher, Bowman, Pruett, LoPorto, Super, and Homer.
Motion carried 6-0.

REGULAR SESSION

Mayor Rose called the Regular Session Meeting to order at 7:10 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Art Homer, Ron Super, Chet Pruett, Aaron Thatcher, Sal LoPorto, and Al Bowman.

Also present were City Administrator Greg Mills, Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, Police Chief Chris Skinrood, City Engineer Travis Hoover, Fire Chief Gordon Fowlston, Finance Director Donna Oliver, and Capital Projects & Parks Manager Noel Challis. Also present was City Attorney Paul Campo.

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT	<p>None.</p> <p>Mayor Rose welcomed three Park Hill South students that were sitting in the audience to observe our meeting.</p>
CONSENT AGENDA	<p>Alderman Super moved to approve the consent agenda as presented, second by Alderman Thatcher.</p> <p>Yes: Super, Thatcher, Pruett, Homer, LoPorto, and Bowman.</p> <p>Motion carried 6-0.</p>
MINUTES OF 12-05-17	<p>Alderman Super moved to approve the minutes of the December 5, 2017 regular meeting, second by Alderman Thatcher.</p> <p>Yes: Super, Thatcher, Pruett, Homer, LoPorto, and Bowman.</p> <p>Motion carried 6-0.</p>
COURT REPORT	<p>Alderman Super moved to approve the November 2017 Court Report, second by Alderman Thatcher.</p> <p>Yes: Super, Thatcher, Pruett, Homer, LoPorto, and Bowman.</p> <p>Motion carried 6-0.</p>
RESOLUTION 2017-092 MoPerm Annual Premium	<p>Alderman Super moved to approve Resolution 2017-092 authorizing the purchase of auto and liability insurance from Missouri Public Entity Risk Management Fund, second by Alderman Thatcher.</p> <p>Yes: Super, Thatcher, Pruett, Homer, LoPorto, and Bowman.</p> <p>Motion carried 6-0.</p>
RESOLUTION 2017-093 Witt Appraisal Co. Services	<p>Alderman Super moved to approve Resolution 2017-093 selecting Witt Appraisal Company, Inc. for real estate appraisal services, second by Alderman Thatcher.</p> <p>Yes: Super, Thatcher, Pruett, Homer, LoPorto, and Bowman.</p> <p>Motion carried 6-0.</p>
RESOLUTION 2017-094 2018 Street Maint. Specs	<p>Alderman Super moved to approve Resolution 2017-094 approving specification for the 2018 Street Maintenance Project, second by Alderman Thatcher.</p> <p>Yes: Super, Thatcher, Pruett, Homer, LoPorto, and Bowman.</p> <p>Motion carried 6-0.</p>
REGULAR AGENDA	
RESOLUTION 2017-095 Confluence Co., Inc. Park Master Plan Services	<p>Alderman Thatcher moved to approve Resolution 2017-095 authorizing the selection of Confluence Company, Inc. for park master planning services pertaining to E.H. Young Riverfront Park, second by Alderman LoPorto.</p> <p>Yes: Thatcher, LoPorto, Bowman, Super, Pruett, and Homer.</p> <p>No: none</p> <p>Motion carried 6-0.</p>

RESOLUTION 2017-096 Bill Pay	Alderman Thatcher moved to approve Resolution 2017-096 authorizing the expenditure of funds for fiscal year 2017-2018, for week ending December 8 th and December 15 th in the amount of \$748,677.83, second by Alderman LoPorto. Yes: Thatcher, LoPorto, Homer, Pruett, Bowman, and Super. No: none Motion carried 6-0.
BILL NO. 2017-073 Necco Coffee Co – Bonds	City Clerk Robin Kincaid gave first reading of Bill No. 2017-073. Community Development Director Mike Duffy explained that this ordinance was necessary due to a slight name change for the project. Alderman Thatcher moved to accept first reading and place Bill No. 2017-073 on second and final reading, second by Alderman LoPorto. Yes: Thatcher, LoPorto, Super, Homer, Bowman, and Pruett. Motion carried 6-0. Alderman Bowman moved to approve Bill 2017-073 and enact said bill as ordinance, second by Alderman Pruett. Yes: Bowman, Pruett, Thatcher, Super, Homer, and LoPorto. Motion carried 6-0.
CITY ADMINISTRATOR	City Administrator Greg Mills reported the current filings for the election in April, 2018.
COMMUNITY DEVELOPMENT	Nothing to report.
ENGINEERING	City Engineer Travis Hoover gave a brief update on the Argosy site for fill dirt and reported that there will be another change order on the agenda for the Board's consideration at the next regular meeting.
FINANCE	Nothing to report.
FIRE	Fire Chief Gordon Fowlston reported that Santa's visit to Riverside, Northmoor and Houston Lake went very well and residents were very appreciative.
POLICE	Nothing to report.
PUBLIC WORKS	Nothing to report.
LEVEE BOARD	Nothing to report.
MAYOR'S DISCUSSION	Mayor Rose wished everyone a Merry Christmas and Happy New Year. It will be an exciting 2018.
BOARD OF ALDERMEN	Alderman Bowman – Merry Christmas to all. Alderman Pruett – Merry Christmas and Happy New Year to everybody.

Alderman Homer – Ditto.

Alderman Super – To everyone – healthy and happy!

Alderman Thatcher - Advised the students in the audience to focus on the park master plan that was mentioned tonight, it will be most relevant to you as well.

Alderman LoPorto – Merry Christmas.

MOTION TO ADJOURN

Alderman Bowman moved to adjourn the meeting at 7:15 p.m., second by Alderman LoPorto.

Yes: Bowman, LoPorto, Homer, Pruett, Super, and Thatcher.

Motions carried 6-0.

Robin Kincaid, City Clerk

RESOLUTION NO. R - 2018-001

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2017-2018 WEEKS ENDING DECEMBER 22ND AND DECEMBER 29TH IN THE AMOUNT OF \$309,642.97.

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 \$ 309,642.97 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 2ND day of January 2018.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



City of Riverside, MO

Expense Approval Report

By Fund

Payment Dates 12/20/2017 - 12/20/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
SAM'S CLUB DIRECT	008390	12/20/2017	SUPPLIES	10-224-000-22901	553.95
SAM'S CLUB DIRECT	000341	12/20/2017	SUPPLIES	10-224-000-22901	78.38
SAM'S CLUB DIRECT	009523.	12/20/2017	SUPPLIES	10-341-100-44522	10.98
SAM'S CLUB DIRECT	004337.	12/20/2017	SUPPLIES	10-224-000-22900	44.65
SAM'S CLUB DIRECT	004337.	12/20/2017	SUPPLIES	10-224-000-50500	48.40
KCPL SERVICE PMTS	3823-35-2154 12/17	12/20/2017	2025 VALLEY	10-336-112-25000	895.46
SAM'S CLUB DIRECT	009081	12/20/2017	SUPPLIES	10-112-000-22910	63.92
ARGOSY CASINO	12/18/17	12/20/2017	RESTITUTION/CASE NO 16042	10-14000	500.00
LAURA E THOMAS	12/18/17	12/20/2017	REIMB TRVL EXPENSE/SPECIA	10-223-000-36000	171.74
Fund 10 - GENERAL FUND Total:					2,367.48
Fund: 52 - PAL FUND					
SAM'S CLUB DIRECT	005732	12/20/2017	SUPPLIES	52-221-000-44510	27.35
Fund 52 - PAL FUND Total:					27.35
Grand Total:					2,394.83



City of Riverside, MO

Expense Approval Report

By Fund

Payment Dates 12/27/2017 - 12/27/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
MOPERM	133007	12/27/2017	AUTO PHYSICAL DAMAGE,LIA	10-112-000-24100	115,517.00
GOOD, TIM	12/21/17	12/27/2017	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	44.25
ICMA-RC VANTAGEPOINT	41533345	12/27/2017	EMPLOYEE W/H 12/22 PAYRO	10-20006	925.57
ICMA-RC VANTAGEPOINT	41533378	12/27/2017	EMPLOYEE W/H 12/22 PAYRO	10-20006	125.00
JENNIFER ENNA	12/26/17	12/27/2017	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	49.46
Fund 10 - GENERAL FUND Total:					116,661.28
Grand Total:					116,661.28



Expense Approval Report

By Fund

Post Dates 01/02/2018 - 01/02/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
EMBASSY LANDSCAPE GROUP	85271	01/02/2018	GROUPS MAINTENANCE	10-331-000-21304	323.00
TOWNER COMMUNICATIONS,	3609	01/02/2018	DISASTER RECOVERY FAILOVE	10-224-000-40703	7,577.50
INFORMATION FUND	55891	01/02/2018	MONTHLY SALES, USE TAX RE	10-112-000-40700	105.00
TOWNER COMMUNICATIONS,	3922	01/02/2018	DISASTER RECOVERY FAILOVE	10-224-000-40703	1,642.50
LOOMIS	12128124	01/02/2018	COURIER SERVICE	10-112-000-43800	89.50
PLATTE CO SHERIFF'S DEPT. -	BB-PCDC-2017-86	01/02/2018	PRISONER HOUSING - NOVEM	10-216-000-43600	1,995.00
GULF STATES DISTRIBUTORS	1285448-IN	01/02/2018	Speer Cleanfire Ammunition .	10-221-000-53047	4,700.00
CORNELL ROOFING & SHEET	3567	01/02/2018	ROOF REPAIR	10-337-103-41500	481.00
ENET, LLC	5207	01/02/2018	SERVICE/SUPPORT	10-224-000-40500	4,989.50
ENET, LLC	5209	01/02/2018	SERVICE/SUPPORT	10-224-000-40500	374.00
ENET, LLC	5212	01/02/2018	SERVICE/SUPPORT	10-216-000-40500	577.59
P1 GROUP, INC	000035228	01/02/2018	RTU3 NOT WORKING	10-337-103-41500	315.50
MR MAT LLC	542622	01/02/2018	ENTRY MATS	10-337-101-41500	26.12
REJIS COMMISSION	INV0058182	01/02/2018	LEWEB SUBSCRIPTION SERVIC	10-216-000-43400	21.01
KIESO, KIP	12/15/17	01/02/2018	PRE-EMPLOYMENT EXAM/RU	10-115-000-30800	300.00
SWARTZ CONSULTING LLC	17109	01/02/2018	TECHNOLOGY SUPPORT	10-224-000-40703	650.00
DAMON PURSELL	216423	01/02/2018	YARD WASTE DISPOSAL	10-331-000-26100	305.00
LOGO U UP, LLC	3195	01/02/2018	INTERN/ARTWORK	10-224-000-22900	50.00
LOGO U UP, LLC	3196	01/02/2018	BLACK HOODIES/COMMUNIC	10-223-000-56000	234.00
AFLAC	544313	01/02/2018	EMPLOYEE PREMIUMS	10-20008	90.40
NEW VILLAGE PRINTING & PR	3138D	01/02/2018	4 PADS DOCKET SHEETS	10-216-000-32000	200.00
MR MAT LLC	542824	01/02/2018	ENTRY MATS	10-337-102-41500	32.02
MR MAT LLC	542827	01/02/2018	ENTRY MATS	10-337-103-41500	32.33
LOGO U UP, LLC	3201	01/02/2018	5 HATS EMBROIDERED	10-332-000-56000	35.00
ALPHAGRAPHS #190	49766	01/02/2018	NEWSLETTER	10-112-000-32000	1,168.34
IAFF LOCAL 42	12/22/17	01/02/2018	EMPLOYEE W/H 12/22 PAYRO	10-20510	591.58
Fund 10 - GENERAL FUND Total:					26,905.89
Fund: 21 - CAPITAL IMPROVEMENTS FUND					
TED SYSTEMS, LLC	24674	01/02/2018	ADD ACCESS CONTROL TO PD	21-039-000-53000	1,992.05
BARBER SEWER & DITCHING	3454	01/02/2018	HOMESTEAD PARK STORM SE	21-025-000-53000	4,900.00
COCKRELL PAVING, LLC	2017-90	01/02/2018	50TH & HIGH DR/LIFT PAVING	21-025-000-53000	4,900.00
PHOENIX CONCRETE & UNDE	1935	01/02/2018	NW 41ST/RIBBON CURB	21-025-000-53000	2,983.20
EROSION SPECIALISTS, LLC	4934	01/02/2018	I-635 & 9 HWY/BRUSH HOG	21-025-000-53000	200.00
EROSION SPECIALISTS, LLC	4935	01/02/2018	HORIZONS FLAT AREA/BRUSH	21-025-000-53000	100.00
EROSION SPECIALISTS, LLC	4945	01/02/2018	DRY SEEDING/HORIZONS/BEH	21-025-000-53000	4,600.00
HOUSTON EXCAVATING	191	01/02/2018	ARGOSY/TOPSOIL	21-020-000-54000	43,127.50
H & H SEPTIC SERVICE INC	41740	01/02/2018	9 HWY/HYDRO JETTER TO CLE	21-025-000-53000	600.00
GARY D CRAWFORD	12/19/17	01/02/2018	CUT TREES/HORIZONS/43RD	21-025-000-53000	1,200.00
EROSION SPECIALISTS, LLC	4950	01/02/2018	HORIZONS FLAT AREA/BRUSH	21-025-000-53000	750.00
EROSION SPECIALISTS, LLC	4958	01/02/2018	HORIZONS/FLAT AREA BRUSH	21-025-000-53000	675.00
EROSION SPECIALISTS, LLC	4959	01/02/2018	I-635 & 9 HWY/BRUSH HOG	21-025-000-53000	650.00
BARBER SEWER & DITCHING	3462	01/02/2018	NW INDIAN LANE/STORM SE	21-025-000-53000	4,600.00
EROSION SPECIALISTS, LLC	4963	01/02/2018	I-635 & 9 HWY/BRUSH HOG	21-025-000-53000	700.00
Fund 21 - CAPITAL IMPROVEMENTS FUND Total:					71,977.75
Fund: 30 - CAPITAL EQUIPMENT FUND					
TYLER TECHNOLOGIES, INC	030-12474	01/02/2018	E ticketing software	30-221-000-63000	2,000.00
911 CUSTOM, LLC	25884-6	01/02/2018	CONSOLE, BRACKETS	30-221-000-60000	685.29
SHAWNEE MISSION FORD	15898	01/02/2018	Police Vehicles	30-221-000-60000	87,984.00
ENET, LLC	5207	01/02/2018	SERVICE/SUPPORT	30-221-000-65000	838.43
ENET, LLC	5209	01/02/2018	SERVICE/SUPPORT	30-112-000-65000	25.50

Expense Approval Report

Post Dates: 01/02/2018 - 01/02/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ENET, LLC	5212	01/02/2018	E-TICKETING	30-221-000-63000	170.00
Fund 30 - CAPITAL EQUIPMENT FUND Total:					91,703.22
Grand Total:					190,586.86

A RESOLUTION REAPPOINTING JIM FRAKES TO THE PLANNING & ZONING COMMISSION

WHEREAS, the composition of the Riverside Planning & Zoning Commission is set forth in the City Code and provides for the appointment of nine (9) Planning & Zoning Commission citizen members by the Mayor with the approval of the Board of Aldermen; and

WHEREAS, Jim Frakes was originally appointed to the Planning & Zoning Commission in April 2012 to serve the remainder of a vacated term expiring in May 2013, and reappointed in for a full (4) four-year term or until a successor was duly appointed; and

WHEREAS, the Mayor desires to reappoint Jim Frakes to the position on the Planning and Zoning Commission, expiring in May 2021, or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the city to approve and ratify such reappointment as proposed by the Mayor;

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

THAT the reappointment of Jim Frakes, Ward I, 1900 NW Woodland, Riverside Missouri; is hereby recommended by the Mayor and ratified by the Board of Aldermen as a member of the Planning & Zoning Commission to a 4-year term ending in May 2021, or until a successor is duly appointed; and

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the ____ day of January, 2018.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

A RESOLUTION REAPPOINTING STEVEN KASPAR TO THE PLANNING & ZONING COMMISSION

WHEREAS, the composition of the Riverside Planning & Zoning Commission is set forth in the City Code and provides for the appointment of nine (9) Planning & Zoning Commission citizen members by the Mayor with the approval of the Board of Aldermen; and

WHEREAS, Steven Kaspar was originally appointed to the Planning & Zoning Commission in May 2009 to serve a full term expiring in May 2013, and reappointed with term expiring in May 2017 or until a successor was duly appointed; and

WHEREAS, the Mayor desires to reappoint Steven Kaspar to the position on the Planning and Zoning Commission, expiring in May 2021, or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the city to approve and ratify such reappointment as proposed by the Mayor;

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

THAT the reappointment of Steven Kaspar, Ward II, 5003 NW Woodside Drive, Riverside Missouri; is hereby recommended by the Mayor and ratified by the Board of Aldermen as a member of the Planning & Zoning Commission to a 4-year term ending in May 2021, or until a successor is duly appointed; and

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the ____ day of January, 2018.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

A RESOLUTION REAPPOINTING STEPHEN KING TO THE PLANNING & ZONING COMMISSION

WHEREAS, the composition of the Riverside Planning & Zoning Commission is set forth in the City Code and provides for the appointment of nine (9) Planning & Zoning Commission citizen members by the Mayor with the approval of the Board of Aldermen; and

WHEREAS, Stephen King was originally appointed to the Planning & Zoning Commission in May 2006 expiring in May 2008 and was reappointed to serve another 4-year term expiring May 2013 and May 2017, or until a successor was duly appointed; and

WHEREAS, the Mayor desires to reappoint Stephen King to the position on the Planning and Zoning Commission, expiring in May 2021, or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the city to approve and ratify such reappointment as proposed by the Mayor;

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

THAT the reappointment of Stephen King, Ward III, 5002 N Strathbury Ave, Riverside Missouri; is hereby recommended by the Mayor and ratified by the Board of Aldermen as a member of the Planning & Zoning Commission to a 4-year term ending in May 2021, or until a successor is duly appointed; and

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the ____ day of January, 2018.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

A RESOLUTION REAPPOINTING MIKE SOLER TO THE PLANNING & ZONING COMMISSION

WHEREAS, the composition of the Riverside Planning & Zoning Commission is set forth in the City Code and provides for the appointment of nine (9) Planning & Zoning Commission citizen members by the Mayor with the approval of the Board of Aldermen; and

WHEREAS, Mike Soler was originally appointed to the Planning & Zoning Commission in May 2011 expiring in May 2015 and is reappointed to serve another 4-year term expiring May 2019, or until a successor was duly appointed; and

WHEREAS, the Mayor desires to reappoint Mike Soler to the position on the Planning and Zoning Commission, expiring in May 2019, or until a successor is duly appointed; and

WHEREAS, the Board of Aldermen find it is in the best interest of the city to approve and ratify such reappointment as proposed by the Mayor;

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

THAT the reappointment of Mike Soler, Ward II, 5005 NW Flintridge, Riverside Missouri; is hereby recommended by the Mayor and ratified by the Board of Aldermen as a member of the Planning & Zoning Commission to a 4-year term ending in May 2019, or until a successor is duly appointed; and

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the ____ day of January, 2018.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

A RESOLUTION REAPPOINTING LORI LOCKE TO THE TOURISM COMMISSION OF RIVERSIDE, MISSOURI

WHEREAS, pursuant to Missouri Revised Statutes Section 67.1360, et seq., as amended, the City was authorized to impose a tourism tax on each sleeping room or campsite occupied and rented by transient guests and on April 5, 2005, the measure was approved by the voters; and

WHEREAS, the establishment of a tourism commission within the City was required by Section 67.1364, RSMo., as amended, to administer the moneys received pursuant to such tourism tax, which commission is known as the "Tourism Commission of Riverside, Missouri" ("Tourism Commission"); and

WHEREAS, Section 67.1364 RSMo., as amended, requires the composition of the Tourism Commission to consist of five members who represent the following interests: one member who is a representative of the hotel and motel industry, two members who are active in the tourism industry, and two members who are members of local general business interests in the city; and

WHEREAS, the service of members of the commission is limited to no more than two consecutive terms by Section 67.1364 RSMo.; and

WHEREAS, the members of such Commission are appointed by the governing body of the City by recommendation of the Mayor and approval by the Board of Aldermen; and

WHEREAS, the Mayor has recommended the appointment of Lori Locke to a full three-year term to serve as a representative active in the tourism industry with her first full term expiring July 2017 and desires to reappoint Lori Locke to serve as a representative active in the tourism industry for her second consecutive three-year term, expiring July 2020, or until a successor is duly appointed;

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

THAT Lori Locke, 4529 NW Apache Drive, Riverside, Missouri, is hereby reappointed to the Tourism Commission as a member active in the tourism industry to a three-year term, expiring July 2020 or until such time as a successor is duly appointed and qualified; and

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the ____ day of _____, 2018.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

AN ORDINANCE APPROVING AND AUTHORIZING CHANGE ORDER NO. 6 TO THE AGREEMENT WITH HOUSTON EXCAVATING & DEMOLITION FOR THE PROVISION OF FILL DIRT TO THE CITY, AND SERVICES RELATED THERETO, ORIGINALLY AUTHORIZED BY ORDINANCE NO. 1294 AS FURTHER AMENDED.

WHEREAS, the City of Riverside, Missouri ("City") has been working to provide for the efficient and orderly development, operation, and management of a retail/commercial/industrial development of the Riverside Horizons Area ("Area") for the benefit of the citizens of the City; and

WHEREAS, the City and Heco, Inc., a Missouri corporation doing business as Houston Excavating & Demolition ("Houston"), entered into a contract previously authorized by and through Ordinance 1294 and as further amended, in which Houston was to provide the City fill dirt which is beneficial for the City in exchange for the City paying for certain services related to the delivery of said fill dirt, but at no cost to the City for the fill dirt itself ("Agreement"); and

WHEREAS, the staff recommends approval of Change Order #6, as described in the Change Order #6 Memo attached hereto as **Exhibit A** and incorporated herein, which increases the authorized limitation of expenditure by an additional Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00), and limits the total amount authorized to be paid pursuant to the Agreement to an amount not to exceed One Million Eighty Thousand and 00/100 Dollars (\$1,080,000.00); and

WHEREAS, the City has determined that authorization for the aforesaid additional expenditure pursuant to the Agreement with Houston fulfills a public purpose will further the growth of the City, facilitate the development of the Area, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Area, and otherwise be in the best interests of the City by enhancing 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 TO APPROVE CHANGE ORDER #6 TO THE PREVIOUSLY APPROVED AGREEMENT WITH HOUSTON. It is in the best interest of the City, in order to further the objectives of industrial and economic development of the City, to approve Change Order #6, as described in the Change Order #6 Memo attached hereto as Exhibit A and incorporated herein, which increases the authorized limitation of expenditure by an additional Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) for a total amount authorized to be paid pursuant to the contract previously authorized by and through Ordinance 1294 as amended, in which Houston was to provide the City fill dirt which is beneficial for the

City in exchange for the City paying for certain services related to the delivery of said fill dirt, but at no cost to the City for the fill dirt itself ("Agreement"), to an amount not to exceed One Million Eighty Thousand and 00/100 Dollars (\$1,080,000.00), and therefore Change Order #6 is approved.

SECTION 2 – AUTHORITY GRANTED. The City Administrator, is hereby authorized to expend an additional Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00), for a total amount paid pursuant to the Agreement to an amount not to exceed One Million Eighty Thousand and 00/100 Dollars (\$1,080,000.00).

SECTION 3 – 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 _____ day of January, 2018.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

Approved as to form:

Spencer Fane LLP
Special Counsel to the City
By Joe Bednar

EXHIBIT A

CHANGE ORDER #6 COVER MEMO



**2950 NW Vivion Road
Riverside, Missouri 64150**

MEMO DATE: January 2, 2018
AGENDA DATE: January 2, 2018
TO: Mayor and Board of Aldermen
FROM: Travis Hoover
RE: Change Order 6: HOUSTON EXCAVATING & DEMOLITION
Horizons Fill Dirt (607-007)

BACKGROUND: This change order for an additional \$240,000.00 will allow us to continue the spreading and compacting of fill dirt. To date, 3 locations in Horizons and the newest location near Argosy are receiving fill dirt.

BUDGETARY IMPACT: Approximately \$1,080,000.00 will be expended out of the Horizons Fill Dirt budget.

Original Contract Amount	\$ 120,000.00
Total of Previous Changes	\$ 720,000.00
Total this Change Order	\$ 240,000.00
Current Contract Total	\$ 1,080,000.00

RECOMMENDATION: Staff recommends approval of the ordinance and acceptance of the change order with Houston Excavating & Demolition.



2950 NW Vivion Road
Riverside, Missouri 64150

AGENDA DATE: 2018-01-02
TO: Mayor and Board of Aldermen
FROM: Chris Skinrood – Police Chief
RE: Hiring Ordinance – Brandon Spencer

Position Information

This hire will fill a vacant Police Officer position. The Police Officer position is in the Independent Developing salary band - \$37,600 to \$56,400 with a midpoint of \$47,000.

Hiring Recommendation

Staff recommends approving the following hire:

Candidate: Brandon Spencer
Open Position: Police Officer
FLSA Status: Full Time, Non-Exempt
Starting Pay: \$18.56/hour, equivalent to \$38,606.00 annually with 10% of his salary going towards his attendance at the Kansas City MO Police Academy. Upon completion of the academy his salary will be increased to \$42,895.00.

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 BRANDON SPENCER AS A FULL-TIME POLICE OFFICER IN THE DEPARTMENT OF PUBLIC SAFETY 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 Brandon Spencer as a Police Officer in the Department of Public Safety 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. Brandon Spencer is hereby employed as a Full-Time Police Officer in the Department of Public Safety.

SECTION 2 – STARTING SALARY. The starting salary for this position shall be set at \$18.56 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 January 3, 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 2nd day of January 2017.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk



MEMORANDUM

TO: Mayor and Board of Aldermen
FROM: Robin Kincaid, City Clerk
DATE: January 2, 2018
RE: MARC Solid Waste Management District Household Hazardous Waste Program Renewal

Background

For more than 10 years, the City of Riverside has participated in the Regional Household Hazardous Waste Collection Program. This program provides Riverside residents access to all of the MARC Solid Waste Management District's mobile collection events and to either of the permanent collection facilities located in Lee's Summit and Kansas City. Common materials accepted by the program include paint, automotive fluids, batteries, lawn and garden chemicals, household cleaners, and fluorescent light bulbs.

Budget Impact

The 2018 participation fee will remain at \$1.05 per capita using the updated 2016 Census Bureau population estimates. The 2018 fee for the City of Riverside is \$3,388.35. This is a budgeted expenditure. The rate is a .01 increase, resulting in a \$112.35 increase from the 2017 fee.

Staff Recommendation

Staff recommends approval of this agreement.

AN ORDINANCE AUTHORIZING AND APPROVING PARTICIPATION IN THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT REGIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM

WHEREAS, the Mid-America Regional Council Solid Waste Management District has established a regional household hazardous waste collection program to offer cost-effective household hazardous waste services;

WHEREAS, the Mid-America Regional Council Solid Waste Management District has cooperative agreements with Kansas City, Missouri, and Lee's Summit, Missouri, to provide household hazardous waste services;

WHEREAS, the Mid-America Regional Council will be the fiscal administrator for the regional HHW collection program; and

WHEREAS, the City of Riverside desires to offer household hazardous waste services available to its residents; and

WHEREAS, the cost to the City of Riverside will be \$1.05 per capita for the year 2018; and

WHEREAS, residents can safely dispose unwanted household hazardous material at two permanent facilities, located in Kansas City and Lee's Summit, and regional mobile collection events at no charge;

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of Riverside, Missouri to enter into an agreement with the Mid-America Regional Council Solid Waste Management District and provide such services;

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

SECTION 1 – AGREEMENT APPROVED. that the City of Riverside shall participate in the Mid-America Regional Council Solid Waste Management District 2018 Regional Household Hazardous Waste Collection Program;

SECTION 2 – AUTHORITY GRANTED. The Mayor is hereby authorized to enter into an agreement with the Mid-America Regional Council Solid Waste Management District in substantially the same form as attached here to in Exhibit "A";

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 _____ day of _____, 2018.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

2018

Intergovernmental Agreement between the MARC Solid Waste Management District and Riverside, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Riverside, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Riverside, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2018.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV Duties of Participating Member

A. **Fees. Riverside, Missouri** agrees to pay the sum of **\$3,388.35** to participate in the 2018 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.05 applied to 2016 U.S. Census Population Estimate figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. **Payment.** The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2018. No pro ration of fees is applicable under this agreement.

C. **Contact Person.** The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V Services Provided by the SWMD

A. **Permanent Collection Facilities.** HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. **Outreach Collections.** Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII *Insurance*

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date : _____

Chris Bussen, Chair

Print Name

Print Title

600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816/474-4240
816/421-7758 FAX
www.marc.org



MARC Solid Waste Management District

Serving local governments in
Cass, Clay, Jackson, Platte and
Ray Counties and working
cooperatively with Johnson,
Leavenworth, Miami and
Wyandotte Counties

Executive Board

Appointed:

Chris Bussen, Chair
City of Lee's Summit

Michael Shaw, Vice Chair
City of Kansas City

Jimmy Odom
Cass County

Gene Owen
Clay County

Matthew Willier
Jackson County

Daniel Erickson
Platte County

Gary Wilhite
Ray County

Elected:

Dennis Randolph
City of Grandview

Matthew Wright
City of Blue Springs

Marie Steiner
City of Kearney

Lauren Palmer
City of Independence

Doug Wylie
City of Parkville

Mike Larson
City of Sugar Creek

Ann Dwyer Sanders
City of Lake Waukomis

Ex Officio:

Lisa McDaniel, Planner
Secretary/Treasurer

October 18, 2017

Re: 2018 Regional Household Hazardous Waste (HHW) Program

The MARC Solid Waste Management District has managed the Regional HHW Collection Program since 1997. We are pleased that this program continues to facilitate the safe disposal of hazardous waste, contributing to a more safe and clean environment.

Participation in the program allows residents to use either of the permanent facilities located in Lee's Summit and Kansas City, and attend any of the district's mobile collection events. We typically hold about ten events per year. Materials accepted include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners and fluorescent bulbs.

The program offers an alternative to storing unwanted hazardous material in garages and basements, and prevents material from potentially entering our streams and rivers. The safe disposal of HHW can prevent problems related to illegal dumping, water quality management, fire hazards, emergency hospital visits, and hazardous waste cleanup.

The 2018 participation fee will be \$1.05 per capita and will be applied to 2016 population estimates. A community cost list is attached to the agreement enclosed. Please remember, when a county joins, residents of the unincorporated area and all communities under population 500 are included under the county membership.

Educational materials to promote the service are provided by the District.

Please return the signed agreement to the MARC office by **Friday, December 8, 2017**.

We look forward to serving your community. Please contact Nadja Karpilow at (816) 701-8226 if you have any questions. District staff is available to speak to your city council or county commissioners if further information is requested.

Sincerely,

A handwritten signature in black ink that reads "Chris Bussen".

Chris Bussen
Chair, MARC Solid Waste Management District



Chair
Carol Suter
Councilmember
Gladstone, Missouri

1st Vice Chair
Rob Roberts
Commissioner
Miami County, Kansas

2nd Vice Chair
Jimmy Odom
Commissioner
Cass County, Missouri

Treasurer
Harold Johnson Jr.
Commissioner
Unified Government
of Wyandotte County/
Kansas City, Kansas

Secretary
Randy Rhoads
Mayor
Lee's Summit, Missouri

Executive Director
David A. Warm

MARC Solid Waste Management District Executive Board Members

Appointed Positions (Kansas City/Each County)

Michael Shaw, City of Kansas City
Jimmy Odom, Cass County
Gene Owen, Clay County
Matt Willier, Jackson County
Daniel Erickson, Platte County
Gary Wilhite, Ray County

Elected City Representatives (Over 10,000 population)

Chris Bussen, City of Lee's Summit
Dennis Randolph, City of Grandview
Lauren Palmer, City of Independence
Matthew Wright, City of Blue Springs

Elected City Representatives (Under 10,000 population)

Marie Steiner, City of Kearney
Doug Wylie, City of Parkville
Mike Larson, City of Sugar Creek
Ann Dwyer Sanders, City of Lake Waukomis

Ex Officio:

Lisa McDaniel, District Planner

Management Council Representatives

Les Whiteside, City of Archie	Ryan Hunt, City of Grain Valley	Pat Hawver, City of North Kansas City
Ray Portwood, City of Avondale	Dennis Randolph, City of Grandview	Mark Fulks, City of Oak Grove
Alexa Barton, City of Belton	Marvin Megee, City of Greenwood	Trish Wartenbee, City of Orrick
Matthew Wright, City of Blue Springs	Bob McCorkendale, City of Hardin	Doug Wylie, City of Parkville
Jerry Shrout, City of Buckner	Kevin Wood, City of Harrisonville	Carl Brooks, City of Peculiar
City of Camden Point (invited)	Lauren Palmer, City of Independence	Leonard Hendricks, City of Platte City
Jimmy Odom, Cass County	Matt Willier, Jackson County	Daniel Erickson, Platte County
Wayne Tiffany, Cass County	Vacant, Jackson County	Greg Sager, Platte County
Gene Owen, Clay County	Dennis Murphey, City of Kansas City	John Smedley, City of Platte Woods
Brad Garrett, Clay County	Michael Shaw, City of Kansas City	Bob Kee, City of Pleasant Hill
Jim Stoufer, Village of Claycomo	Marleen Leonce, City of Kansas City	David Slater, City of Pleasant Valley
Patricia Masterson, City of Cleveland	Vacant, City of Kansas City	Gary Wilhite, Ray County
City of Dearborn (invited)	Marie Steiner, City of Kearney	Mike Twyman, Ray County
Terry Mayfield, City of Drexel	Scott Miles, City of Lake Lotawana	Steve Welch, City of Raymore
James Snook, City of Edgerton	Rocky Queen, City of Lake Tapawingo	Mike McDonough
Chad Birdsong, City of Excelsior Springs	Ann Dwyer Sanders, City of Lake Waukomis	Ron Brohammer, City of Richmond
Village of Ferrelview (invited)	Steve Besermin, City of Lake Winnebago	Kathy Rose, City of Riverside
Jim DeRemer, City of Freeman	Greg Taylor, City of Lawson	Steven Garrett, City of Smithville
Randy Jones, City of Garden City	Chris Bussen, City of Lee's Summit	Mike Larson, City of Sugar Creek
Tim Nebergall, City of Gladstone	Andy Noll, City of Liberty	Tanya Finn, City of Weatherby Lake
Pat Slusher, City of Glenaire	Ken Krawchuk, City of Lone Jack	Mike Large, City of Weston
		George Bentley, City of Wood Heights

Management Council Representatives - Ex Officio

Julie Davis, Johnson County	Ken Mack, Unified Government	Jim Twigg, City of Overland Park
Tammy Saldivar, Leavenworth County	Vacant, City of Lenexa	Nolan Sunderman, City of Shawnee
JR McMahon, Miami County	Kent Seyfried, City of Olathe	Ruth Hopkins, Johnson County, Council of Mayors

Special Accommodations: Please notify the Mid-America Regional Council at (816) 474-4240 at least 48 hours in advance if you require special accommodations to attend this meeting (i.e., qualified interpreter, large print, reader, hearing assistance). We will make every effort to meet reasonable requests. MARC programs that receive federal funding may not discriminate against anyone on the basis of race, color or national origin, according to Title VI of the Civil Rights Act of 1964. For more information or to obtain a Title VI Complaint Form, see http://www.marc.org/transportation/title_vi.htm, or call 816-474-4240.

2018 Regional Household Hazardous Waste Collection Program		
Attachment 1	2016	\$1.05
Community	Population Estimates	per capita
Archie	1,210	\$ 1,270.50
Belton	23,290	\$ 24,454.50
Blue Springs	54,431	\$ 57,152.55
Buckner	3,055	\$ 3,207.75
Camden Point	536	\$ 562.80
Claycomo Village	1,471	\$ 1,544.55
Cleveland	670	\$ 703.50
Dearborn	508	\$ 533.40
Drexel	959	\$ 1,006.95
Edgerton	587	\$ 616.35
Excelsior Springs	11,522	\$ 12,098.10
Garden City	1,630	\$ 1,711.50
Gladstone	27,114	\$ 28,469.70
Glenaire	581	\$ 610.05
Grain Valley	13,684	\$ 14,368.20
Grandview	25,190	\$ 26,449.50
Greenwood	5,658	\$ 5,940.90
Hardin	539	\$ 565.95
Harrisonville	10,042	\$ 10,544.10
Kearney	9,790	\$ 10,279.50
Lake Lotawana	2,047	\$ 2,149.35
Lake Tapawingo	724	\$ 760.20
Lake Waukomis	910	\$ 955.50
Lake Winnebago	1,160	\$ 1,218.00
Lawson	2,406	\$ 2,526.30
Liberty	30,614	\$ 32,144.70
Loch Lloyd	725	\$ 761.25
Lone Jack	1,160	\$ 1,218.00
North Kansas City	4,376	\$ 4,594.80
Oak Grove	7,994	\$ 8,393.70
Orrick	807	\$ 847.35
Parkville	6,514	\$ 6,839.70
Peculiar	4,979	\$ 5,227.95
Platte City	4,872	\$ 5,115.60
Pleasant Hill	8,444	\$ 8,866.20
Pleasant Valley	3,067	\$ 3,220.35
Raymore	20,839	\$ 21,880.95
Raytown	29,261	\$ 30,724.05
Richmond	5,575	\$ 5,853.75
Riverside	3,227	\$ 3,388.35
Smithville	9,455	\$ 9,927.75
Sugar Creek	3,304	\$ 3,469.20
Weatherby Lake	1,923	\$ 2,019.15
Weston	1,753	\$ 1,840.65
Wood Heights	697	\$ 731.85
Unincorporated Cass County	24,997	\$ 26,246.85
Unincorporated Clay County	15,776	\$ 16,564.80
Unincorporated Jackson Co.	22,694	\$ 23,828.70
Unincorporated Platte County	27,759	\$ 29,146.95
Unincorporated Ray County	11,341	\$ 11,908.05
Source: marc.org/data&economy/MetroDataline/Currentpopulationdata		

A RESOLUTION APPROVING AN AGREEMENT FOR MASTER PLANNING SERVICES AND APPROVAL OF TASK ORDER NUMBER ONE BETWEEN THE CITY OF RIVERSIDE, MISSOURI AND CONFLUENCE COMPANY, INC.

WHEREAS, the City of Riverside, Missouri, (the “City”) desires to retain the services of a landscape architecture firm whose duties and responsibilities would include those of master planning E.H. Young Riverfront Park; and

WHEREAS, the Board of Aldermen approved Resolution 2017-095 authorizing City staff to negotiate a professional services agreement with Confluence Company, Inc. (“Confluence”); and

WHEREAS, a Master Agreement for Design and Planning Services (the “Agreement”) (attached hereto and incorporated herein) is structured to provide the general expectations for the City and Confluence and more specific services required, such as the E.H. Young Riverfront Park Master Planning (the “Project”) will be authorized in the form of Task Order No. 1 (attached hereto and incorporated herein); and

WHEREAS, the City’s Board of Aldermen finds and determines that the City’s best interests are promoted by entering into the Agreement and Task Order No. 1 with the Confluence for park master planning, as recommended by City staff.

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

THAT the Board of Aldermen hereby approves the Agreement and Task Order No. 1 by and between the City of Riverside and Confluence, in substantially the forms attached hereto, and the Mayor is authorized to execute the Agreement and Task Order No. 1 on behalf of the City; and

FURTHER THAT the Mayor, the City Administrator, Capital Projects and Parks Manager, and other appropriate City officials are hereby authorized to take 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 2nd day of January 2018.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

MASTER AGREEMENT FOR DESIGN + PLANNING SERVICES

THIS AGREEMENT is entered into between The City of Riverside, Missouri (Owner) and Confluence Company, Inc. (CONFLUENCE), for the following reasons:

1. Owner intends to create a master plan for improvements to EH Young Riverfront Park, and to facilitate a series of community and stakeholder meetings to identify enhancement opportunities. Through the course of these meetings and conversations, there may be ideas and concepts generated that extend beyond the boundaries of EH Young Park, including other park and development sites located throughout the City of Riverside. This agreement is intended to provide flexibility for the City (at its sole discretion) to continue working with Confluence to assist the City in further design, planning, and implementation of the ideas and concepts generated during the planning and community outreach process, and to provide additional design and planning services for various other sites throughout the City as determined by the City of Riverside (the Project); and,
2. Owner requires certain design services in connection with the Project (the Services); and,
3. CONFLUENCE is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Owner and CONFLUENCE agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **January 2, 2018**.

ARTICLE 2 - TASK ORDERS

Task Orders shall be used to describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Task Orders shall be in the general form shown in attached Exhibit "A". Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. In the event of an inconsistency between the terms of any Task Order and the terms of this Agreement, the terms of this Agreement shall prevail.

ARTICLE 3 - SCOPE OF SERVICES

CONFLUENCE shall provide the Services described in Section A (Scope of Services) of each Task Order.

ARTICLE 4 - SCHEDULE

CONFLUENCE understands that time is of the essence as it pertains to firm deadlines and shall exercise its reasonable efforts to perform those Services within the time frame set forth in Article 3 (Schedule) of each Task Order.

ARTICLE 5 - PAYMENT

Client shall be invoiced as professional services are completed and reported at CONFLUENCE's option, either monthly or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within sixty (60) days of invoice date at the rate of nine (9) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay CONFLUENCE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. The parties agree that in the event of a dispute regarding the

obligations under this Agreement or Task order that rises to arbitration or litigation, the prevailing party shall be entitled to reimbursement of arbitration costs and reasonable attorney's fees. CONFLUENCE shall not be bound by any provision or agreement requiring waiver of any rights to a mechanics' lien, or any provision conditioning CONFLUENCE's right to receive payment for its professional services upon payment to Client by any third party. These General Conditions are notice, where required, that CONFLUENCE shall file a lien whenever necessary to collect past due amounts.

ARTICLE 6 - LATE PAYMENTS

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of CONFLUENCE, in the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Section D (Owner's Responsibilities), of each Task Order. In addition, Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE:

- (a) Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by CONFLUENCE to perform its Services.
- (b) Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that affects the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE.
- (c) Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

ARTICLE 8 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances in the area of the project.

ARTICLE 9 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and CONFLUENCE'S fee for the Services, and in consideration of the promises contained in this Agreement, Owner and CONFLUENCE agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. CONFLUENCE agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, claims, damages, and expenses to the extent such judgments, losses, claims, damages, or expenses are caused by CONFLUENCE's negligent acts, errors, or omissions arising out of its performance of the Services or the performance of its consultants or any other entity for whom CONFLUENCE is legally responsible. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of CONFLUENCE and Owner, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of CONFLUENCE and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total amount of applicable insurance coverage maintained by CONFLUENCE.

Consequential Damages. To the fullest extent permitted by law, each party waives its claims for consequential damages against the other arising from the performance of the obligations under this Contract.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 10 - INSURANCE

CONFLUENCE shall keep and maintain its current insurance policies, including professional liability insurance and comprehensive general liability insurance in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 for all claims, for the duration of the project. In addition, CONFLUENCE shall maintain professional liability insurance for a period of three (3) years after substantial completion of the Project that is the subject of each Task Order. If Client desires additional insurance, CONFLUENCE shall use its best efforts to obtain the additional insurance, but Client shall reimburse CONFLUENCE for any additional premium or other related costs that CONFLUENCE thereby incurs. Client will use its best efforts to ensure that the construction contractor(s) name CONFLUENCE as an additional insured on their

comprehensive general liability and auto liability insurance policies and agree to indemnify Client and CONFLUENCE in language reasonably satisfactory to both Client and CONFLUENCE. Similarly, CONFLUENCE shall list Client as additional insured on the coverage it provides under this Agreement and Task Orders.

CONFLUENCE shall, within 10 days of the Effective Date, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner.

CONFLUENCE and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in any construction related to the Project, Client will use reasonable efforts to cause a similar provision to be incorporated into all construction contracts entered into by Owner to protect Owner and CONFLUENCE to the same extent.

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITY

CONFLUENCE shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONFLUENCE, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses, and preparation of right of way and easement acquisition documents for adjacent private property required for any construction unless such procurement responsibilities are specifically assigned to CONFLUENCE in a Task Order.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

Because CONFLUENCE has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, CONFLUENCE's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a design professional. CONFLUENCE does not guarantee that proposals, bids, or actual Project costs will not vary from CONFLUENCE's cost estimates or that actual schedules will not vary from CONFLUENCE's projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by CONFLUENCE pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. This restriction does not bar Owner's use of all documents for care and maintenance of the

Project that is the subject of the Task Order. Any reuse without prior written verification or adaptation by CONFLUENCE for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to CONFLUENCE. Any verification or adaptation of documents will entitle CONFLUENCE to additional compensation at rates to be agreed upon by Owner and CONFLUENCE.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, construction documents, drawings, and specifications prepared by CONFLUENCE and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that CONFLUENCE shall have the unrestricted right to their use. CONFLUENCE shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONFLUENCE.

ARTICLE 15 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement;

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to CONFLUENCE. In the event of Owner's termination for convenience, CONFLUENCE shall cease or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay CONFLUENCE for all the Services performed plus direct termination or suspension expenses that cannot reasonably be avoided. Upon restart of suspended Services, an equitable adjustment shall be made to CONFLUENCE's compensation and the Project schedule.

The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Orders, and without terminating or otherwise affecting this Agreement as a whole.

ARTICLE 16 - DELAY IN PERFORMANCE

Neither Owner nor CONFLUENCE shall be considered in default of this Agreement or any Task Order for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party or of its consultants. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency that are not

caused by CONFLUENCE's acts or omissions for any of the supplies, materials, accesses, or services required to be provided by either Owner or CONFLUENCE under this Agreement or any Task Order. CONFLUENCE shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within fourteen (14) days of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

ARTICLE 17 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

Owner's Project Manager:

Ms. Noel Challis, Capital Projects and Parks Manager
City of Riverside, Missouri
2950 N.W. Vivion Road
Riverside, Missouri 64150

CONFLUENCE:

Mr. Wm. Christopher Cline, Principal / Sr. Vice President
417 Delaware
Kansas City, Missouri 64105

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and CONFLUENCE.

ARTICLE 18 - DISPUTES

In the event of a dispute between Owner and CONFLUENCE arising out of or related to this Agreement, or any Task Order, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY

CONFLUENCE hereby affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONFLUENCE's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

ARTICLE 20 - WAIVER

A waiver by either Owner or CONFLUENCE of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 21 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 22 - INTEGRATION

This Agreement, including Exhibit "A" (incorporated by this reference), and subsequently issued Task Orders (and their respective attachments, if any), represents the entire and integrated agreement between Owner and CONFLUENCE. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

Owner and CONFLUENCE each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to

this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 24 - ASSIGNMENT

Neither Owner nor CONFLUENCE shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONFLUENCE may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONFLUENCE from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 25 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and CONFLUENCE. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and CONFLUENCE.

ARTICLE 26 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Missouri.

ARTICLE 27 - WORK AUTHORIZATION

Pursuant to RSMo 285.530(1), by its sworn affidavit, CONFLUENCE hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working regarding the contracted services. Furthermore, CONFLUENCE affirms that it does not knowingly employ any person who is an unauthorized alien regarding the contracted services.

IN WITNESS WHEREOF, Owner and CONFLUENCE have executed this Agreement.

The City of Riverside, Missouri

(Owner)

By: _____

(Name)

Title: _____

Date: _____

Confluence Company, Inc.

(CONFLUENCE)

By: _____

Wm. Christopher Cline

Title: Principal / Sr. Vice President

Date: 01/02/18

EXHIBIT “A”

TASK ORDER NO. 1

This Task Order is made as of this 2nd day of **January 2018**, under the terms and conditions established in the MASTER AGREEMENT FOR DESIGN + PLANNING SERVICES, dated **January 2, 2018** (the Agreement), between The City of Riverside, Missouri (Owner) and Confluence Company, Inc. (CONFLUENCE). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

CONFLUENCE will provide professional landscape architecture services for the E.H. Young Riverfront Park toward the development of a Master Plan of Improvements. This Master Plan development process will include Discovery and Goal Setting, Opportunity and Constraints Analysis, Public Outreach, and Park Master Plan graphic and document.

ARTICLE 1 – DESIGN TEAM

CONFLUENCE will subcontract with the following subconsultants (together with CONFLUENCE referred as the Design Team) in order to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services:

Civil Engineer: Burns + McDonnell, Inc.
Ecologist: Applied Ecological Services

For the purposes of this scope of services, these subconsultants will be engaged only at key stages of the master planning activities and design process – with a focus on efficiently providing their respective expertise and recommendations as part of the design team. They will not attend every meeting.

ARTICLE 2 – SCOPE OF SERVICES

1.0 TASK: DISCOVERY and GOAL SETTING

- 1.1 Attend a meeting with Staff and City Leadership - This initial meeting with the City will be to convey to the Design Team broad vision and budget ranges and expectations. We will review the scope and schedule together to establish milestones and meeting dates for planning purposes.
- 1.2 Steering Committee / Kick Off Meeting – The Design Team will lead and facilitate an initial meeting with the Steering Committee. The purpose of this meeting will be to do the following:
 - 1.2.1 Clarify Schedule and Timeline
 - 1.2.2 Develop set of working goals and vision – guiding principles
 - 1.2.3 Develop and confirm Public Engagement Plan
 - 1.2.4 Review base map and initial opportunities and constraints (outlined in Task 2 below)
 - 1.2.5 Park Walk and Tour – This walk and drive through the park will give all the Steering Committee members the opportunity to directly interact with members of the Design Team and City Staff to identify specific concerns and special features of the park. After the tour, the group will reassemble at City Hall (or other nearby meeting location determined by the City) to discuss and document their observations and thoughts.
- 1.3 Quantify Existing Park Usage – through a discussion with City Park and Recreation Staff and review of City documentation, CONFLUENCE will assemble an estimate of park usage. This information will be used to assist in quantifying identified goals.
- 1.4 Data Review – the design team will review the Riverside Comprehensive Plan, the existing ETC survey, and other documents the City makes available.

TASK ONE DELIVERABLES - Meeting Minutes, Park Usage Findings memo

2.0 TASK: OPPORTUNITIES AND CONSTRAINTS ANALYSIS

- 2.1 Site Data Collection and Analysis – The Design Team will graphically convey the opportunities and constraints of the park site in plan view.
- 2.2 Base Map Data – The City will make available a high-quality scan of all previous construction drawings and any other base CAD files, utility and public infrastructure plans, or other drawings related to the site and the surrounding area. The Design team will assemble available GIS information to create a base map adequate to provide a quality high-level master plan of the park. This base map will not be adequate for construction documentation and is not a topographic survey.
- 2.3 Opportunities and Constraints – Observations of the Design Team and the Steering Committee and Staff will be assembled over the base map, identifying the opportunities and constraints of the site. Elements considered will include existing facilities and structures, vehicle and pedestrian circulation, pavements, connections, ingress and egress, terrain and topography, vegetation, drainage patterns, flood zones, and views.

TASK TWO DELIVERABLES – Plan view Opportunities and Constraints in electronic format and printed copy.

3.0 TASK: PUBLIC OUTREACH

- 3.1 Public Outreach Plan – The public outreach plan will be reviewed and approved at the first Steering Committee Meeting
- 3.2 Focus Groups and Key Leader Interviews – The Design Team will facilitate and conduct a series of Focus Groups over the course of a day. These focus groups may vary in size, depending upon the group composition. This will be a day to listen to ideas, concerns, concepts and park perceptions. The Design team will take notes, ask questions, and allow for free conversations.
- 3.3 Community Open House Meetings – The Design Team will facilitate a series of two open house meetings during the design process. Meeting 01 will include preparation of several exhibits and activities for the public to learn and engage in the planning process. These citizen-driven activities may include preferences on new park facilities, park themes or stories for interpretation, sharing of opportunities and constraints of the park, goal review and prioritization, and other activities designed to understand what the Citizens of Riverside want from this particular park and the park system as a whole. Some of the desires may not fit into this park, but may provide good information for the City to understand where their park system needs to expand or grow. Meeting 02 is further described in Task 5 activities below.
- 3.4 Online Engagement – Using the existing city website and Facebook page, the Design Team will create content for the City's use in publishing and sharing for those not able to attend the two community open house meetings in person. The Online opportunities will closely reflect those stations and methods that are used at the Community Open House including a preference survey for specific park facilities. Additional content will be provided following the second Community Open House and the development of a draft Park Master Plan.

TASK THREE DELIVERABLES – Focus Group meeting minutes, Community Open House meeting minutes and results, and online survey results.

4.0 TASK: PARK OPERATION RECOMMENDATIONS

- 4.1 Interview Public Works about existing maintenance levels and capacity. As the park master plan is being finalized, we will also discuss the demands for maintenance and operations of a new park master plan and offer recommendations for special equipment or additional personnel to support new facilities.

TASK FOUR DELIVERABLES – Findings memo with recommendations

5.0 TASK: PARK MASTER PLAN

- 5.1 Conceptual Sketch Plan Alternatives – The Design Team will prepare three conceptual sketch plan alternatives with supporting images or graphics that identify park elements and their relationships to each other. Concepts will include broad recommendations for adjoining property and linkages. Each of these alternatives will be assigned a broad level graphic cost designation (\$, \$\$, \$\$\$, etc.) to illustrate the order of magnitude difference in anticipated costs relative to each concept.
- 5.2 Steering Committee Meeting 02 – The Design Team will present the three alternatives to the Steering Committee for their recommendations and comment.
- 5.3 Community Open House Meeting 02 – The Design Team will present the three alternatives from the Steering Committee for recommendations and comment.
- 5.4 Consolidate and Revise Master Plan – Based upon recommendations from the Steering Committee and the Community Open House, the three alternatives will be consolidated into a single Park Master Plan.
- 5.5 Construction Budget and phasing plan – A construction budget and phasing plan will be created based upon the consolidated Park Master Plan.
- 5.6 Master Plan Document – A draft Master Plan Document will assemble and describe the Park Master Plan Elements, the process used to get input and make decisions, park construction budget and phasing, and supporting text and images. This master plan will include a minimum of rendered site plan of the park and at least two 3-D renderings of the proposed park improvements.
- 5.7 Steering Committee Meeting 03 – The Design Team will present the draft Master Plan and document to the Steering Committee for their review and recommendation for approval. The Board of Aldermen and Park Board will be invited to attend.
- 5.8 Park Master Plan Adoption – The Design Team will present the final draft Park Master Plan and Document to the City's Parks Board and Board of Aldermen for their review and approval. This will be a public meeting, which allows for more input and comment from the Community.

TASK 5 DELIVERABLES – Three conceptual sketch alternative plans in electronic format and printed copy, Park Master Plan in electronic format and printed copy, two 3-D illustrations, Construction Budget and Phasing in excel spreadsheet, Master Plan document in pdf format, and a PowerPoint presentation to be used for final presentations.

ARTICLE 3 – ADDITIONAL SERVICES

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

1. Additional focus group meetings for specific populations
2. Additional steering committee meetings
3. Additional revisions/ consolidations to the park master plan or graphics
4. Additional 3-d renderings and illustrations of the proposed improvements
5. Printed copies of the master plan document

ARTICLE 4 – SCHEDULE

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will work diligently to provide the scope of services

according to an anticipated project schedule to be developed along with the Owner's input during the project initiation meeting. CONFLUENCE anticipates completion of the services outlined in Task Order No. 1 by June 2018 based on receiving an authorized agreement/notice to proceed from the City of Riverside on January 2, 2018. The Owner and CONFLUENCE agree to amend the project schedule if necessary to accommodate unplanned delays in review by the Owner and/or other project partners/stakeholders, and for any other extenuating circumstances that are beyond the control of CONFLUENCE.

ARTICLE 5 – FEES AND EXPENSES

1. We propose to perform the services described in Article 1: Scope of Services: Task One – Discovery and Goal Setting on a Lump Sum basis. The Lump Sum is \$3,500.00 (three thousand five hundred dollars).
2. We propose to perform the services described in Article 1: Scope of Services: Task Two – Opportunities and Constraints Analysis on a Lump Sum basis. The Lump Sum is \$5,000.00 (five thousand dollars).
3. We propose to perform the services described in Article 1: Scope of Services: Task Three – Public Outreach on a Lump Sum basis. The Lump Sum is \$12,000.00 (twelve thousand dollars).
4. We propose to perform the services described in Article 1: Scope of Services: Task Four – Park Operations Recommendations on a Lump Sum basis. The Lump Sum is \$2,000.00 (two thousand dollars).
5. We propose to perform the services described in Article 1: Scope of Services: Task Five – Park Master Plan on a Lump Sum basis. The Lump Sum is \$27,500.00 (twenty-seven thousand five hundred dollars).
6. Total Design Fee Amount: \$50,000.00 (fifty thousand dollars).
7. Reimbursable expenses, including travel and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.

Estimated Reimbursable Expenses = \$2,250.00

If the project is suspended for more than three (3) months, or abandoned in whole or in part, CONFLUENCE shall be paid their compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

ADDITIONAL SERVICES FEES

Additional services performed by CONFLUENCE will be provided on a basis mutually agreed to by the Owner and CONFLUENCE prior to performance of the services

BILLING SCHEDULE

Service fees and reimbursable expenses will be billed to the Owner on a monthly basis by CONFLUENCE. Payment is due upon receipt of invoice. The Owner agrees to provide payment to CONFLUENCE within thirty (30) days of the invoice date in accordance with the Master Agreement for Design Services. Nonpayment after sixty (60) days from date of invoice shall be just cause for suspension of work by CONFLUENCE.

ARTICLE 6 – EXCLUSIONS

1. This scope of services does not include a topographic or boundary line survey.
2. This scope of services does not include the final printing of the park master plan document.

ARTICLE 7 – OWNER'S RESPONSIBILITIES

Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE, and CONFLUENCE may rely on the accuracy and completeness. However, CONFLUENCE agrees to advise Owner promptly, in writing, if it observes any inaccuracy or incompleteness in the following:

1. Authorize CONFLUENCE in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at CONFLUENCE's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to CONFLUENCE's Services for the Project.
4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CONFLUENCE's Services.
5. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of CONFLUENCE's Services.
6. Make Owner's facilities available to CONFLUENCE as required for performance of the Services under this Agreement, and provide labor and safety equipment required for access.
7. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and CONFLUENCE and requiring Contractors to name Owner and CONFLUENCE as Additional Insureds on Contractors' liability insurance policies.
11. Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that does or may affect the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE or its sub consultants, or the work of construction Contractors.
12. Owner to provide project manual front-end specification documents for bidding and construction.
13. Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in conjunction with this Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

ARTICLE 8 – PROJECT ASSUMPTIONS

The following is a list of assumptions CONFLUENCE has made in preparation of this Agreement.

1. The City of Riverside will provide prior construction plan documents for the park as well as any base data they have at their disposal.
2. The City of Riverside will provide meeting facilities for all events and meetings identified.
3. The City of Riverside will maintain addresses and contact information and communicate with all steering committee members and focus group members regarding the meeting time, place and content.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

The City of Riverside, Missouri

(Owner)

Confluence Company, Inc.

(CONFLUENCE)

By: _____
(Name)

By: _____
Wm. Christopher Cline

Title: _____

Title: Principal / Sr. Vice President

Date: _____

Date: 01/02/18