



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#15-114) Agenda
CITY OF PARKVILLE, MISSOURI
Wednesday, June 10, 2015 7:00 pm
English Landing Park- West Shelter

1. CALL TO ORDER

A. Roll Call

1. Michelle Flamm[] Laura Ozenberger[] Adam Zink[] Neil Davidson[]
Linda Arnold[] Phil Wassmer[] Chris Cardwell[] William Gresham[]
Susan Robb [] Marc Sportsman (Liaison) []

2. CITIZEN INPUT

3. CONSENT AGENDA

- A. Approve the minutes for the May 13, 2015 regular meeting.

4. ACTION AGENDA

- A. CLARB 15-114-01: Recommend that the Board of Aldermen approve the Donation Agreement with Phil Wassmer for capstone material at the Spirit Fountain.
- B. CLARB 15-114-02: Recommend that the Board of Aldermen approve the recommendation of the selection committee and negotiate a professional services agreement with Williams, Spurgeon, Kuhl & Freshnock Architects, Inc. for the architectural design of the English Landing Park restrooms.

5. NON-ACTION AGENDA

6. STAFF UPDATES ON ACTIVITIES

A. Parks

1. River Cleanup – 6/13
2. Steamboat Arabia marker
3. Wetlands mowing

B. Public Works

C. Administration

7. MISCELLANEOUS ITEMS FROM THE BOARD

8. ADJOURN



COMMUNITY LAND AND RECREATION BOARD

Regular Meeting (#15-113)

MINUTES

CITY OF PARKVILLE, MISSOURI

Wednesday, May 13, 2015 7:00 pm

City Hall Boardroom

1. CALL TO ORDER

The meeting was called to order at 7:01 p.m. Roll was called by Tom Barnard. Members present were: Michelle Flamm, Laura Ozenberger, Neil Davidson, Linda Arnold, Phil Wassmer, Chris Cardwell, Susan Robb and Marc Sportsman (Liaison). Adam Zink joined the meeting at 7:09 and William Gresham joined the meeting at 7:11. All members present. Alysén Abel, Tim Blakeslee, Tom Barnard and Jan Davis were present for the City.

2. CITIZEN INPUT - None

3. CONSENT AGENDA

A. Approve the minutes for the April 8, 2015 regular meeting.

Item 4 (E) was corrected as follows: **Neil Davidson motioned to recommend the Board of Aldermen approve the Capstone Replacement as modified. Chris Cardwell seconded the motion. Motion approved 6-0.**

NEIL DAVIDSON MOTIONED TO APPROVE THE MINUTES AS MODIFIED FROM THE APRIL 8TH MEETING. WILLIAM GRESHAM SECONDED THE MOTION. MOTION APPROVED 8-0.

4. ACTION AGENDA

A. CLARB 15-113-01 Approve purchase recommendation for an information/dog tag donation board at the Dog Park.

City staff and CLARB have been working on a donation program for the parks. One element is a dog park donation board showcasing dog tags that can be purchased individually. The proposed board has a literature rack which can display the City's donation brochure and other City literature. The City received three bids, the lowest of which was from Information Centers at \$1,822.20, and recommends that the board be purchased with funds from the \$7,000 Park Enhancement budget. Placement and installation methods were discussed. The board would be installed in concrete at the front, center of the park. The location should not be affected by future shelter plans.

NEIL DAVIDSON MOTIONED TO APPROVE THE PURCHASE OF THE DOG PARK DONATION BOARD. LAURA OZENBERGER SECONDED THE MOTION. MOTION APPROVED 8-0.

B. CLARB 15-113-02 Approve revisions to the Guidelines for Events in Parkville (2014).

In September of 2014 CLARB approved revised guidelines for events in Parkville which have been in effect since the beginning of the year. Staff recommended the following changes to the guidelines:

1. Include a Race Day Package for certified 5K/10K events which would include the McKeon Stage in the event fee rather than the all-day shelter reservation. The switch would be cost neutral but would require an additional shelter reservation fee if they desired that amenity. The Race Day Package would command a total \$300 event fee,

detail the certified race route (start and end at the McKeon stage), and outline the number of volunteers needed.

2. Micro Brewfest would be added as a standing event with a reserved event date each year.
3. Weddings in the Sullivan Nature Sanctuary would be disallowed. The Nature Sanctuary does not have the amenities and parking to accommodate weddings, and the purpose of the Nature Sanctuary is to allow patrons to enjoy the peace and solitude of natural surroundings. Bob Fluchel (Nature Sanctuary Director) has requested that weddings be disallowed.

Blakeslee asked for questions regarding the revisions made. Gresham expressed a concern about damage that had been done to the Park after the Brewfest event considering the rain and resulting muddy conditions in the field. Barnard advised that the area was aerated and seeded and would be seeded again in the fall. Costs to repair damage would be deducted from a \$1,000 deposit.

CHRIS CARDWELL MOTIONED TO RECOMMEND THE BOARD OF ALDERMEN APPROVE THE REVISED EVENT GUIDELINES. WILLIAM GRESHAM SECONDED THE MOTION. MOTION APPROVED 8-0.

- C. CLARB 15-113-03 Approve submission of TRIM Grant for tree removal at the Sullivan Nature Sanctuary.

The Tree Resource Improvement and Maintenance (TRIM) Grant assists government agencies, public schools and non-profit organizations with management, improvement or conservation of trees on public lands. Due to the 2011 flood, many trees in the Nature Sanctuary are dead. In a walk-through with the Nature Sanctuary director, the MDC recommended that the City trim dead and hazardous trees and allow existing sprouts to grow into trees over time. Staff recommended applying for a \$10,000 TRIM grant using matching City funds of \$2,500. Gresham asked if this Grant would include cutting out Kudzu vine and if that was as big a priority as trees. Barnard stated that this grant would apply to tree pruning and removal. It was discussed that Parks normally applies for a TRIM grant, but they have applied every year and it was decided the Nature Sanctuary needed the grant assistance more this year.

ADAM ZINK MOTIONED TO RECOMMEND THE BOARD OF ALDERMEN APPROVE THE SUBMISSION OF A TRIM GRANT FOR TREE REMOVAL AT THE SULLIVAN NATURE SANCTUARY. PHIL WASSMER SECONDED THE MOTION. MOTION APPROVED 8-0.

5. NON-ACTION AGENDA

- A. Volunteer Parkville – Tim Blakeslee, on behalf of Griffin Burri (the PHHS intern who graduated last week), presented information on *Volunteer Parkville*. A first test of the new website was last week for Nature Sanctuary volunteers. The site was organized through Meetup.com and can be accessed by using Meetup.com/volunteer-parkville.
- B. The River Cleanup event was rescheduled to June 13th.
- C. Items for the time capsule can still be submitted through May. Lucia Mann (a PHHS intern who also graduated last week) initiated and organized this project prior to her graduation.

6. STAFF UPDATES ON ACTIVITIES

A. Parks

1. Dog Park update
 - i. Recently planted seed is more established. Parks crews mowed both parks today. Four trees were planted inside the dog park during Arbor Day celebrations. Additional bag dispensers were installed on the back side of the park.
 1. Zink asked if anything further was being done on trail lighting. Barnard replied that maybe it should be included in the Corps of Engineers plan.
 2. Ozenberger asked about the number of dog park incidents filed with the police. Barnard replied that only one incident had been reported.
2. Wetlands Update
 - i. Barnard reported that Parks Dept. had reached out to find field cultivators but the Wetlands area would have to be seeded immediately afterward at a cost of \$10,000. There are only 2 options available at this point a) Do nothing at the present and do a controlled burn this winter, or b) Brush hog 2 times this year at an estimated cost of \$5,000 (not in the budget). Barnard explored the option of a farmer putting in alfalfa, but the farmer would need a 4 year commitment which the City can't commit to as the Corps of Engineers project date is unclear. Cardwell added that Parks can mow twice and Johnson grass will spread just as aggressively. Cardwell felt that the City has an opportunity to decide what their plan is when the Corps project is funded.
3. Tree City "USA" – Arbor Day 4/24
 - i. Parkville celebrated 25 years as Tree City "USA" by planting trees in the small dog park. The recent rain has helped those trees get started.
4. Fourth of July
 - i. Main Street Parkville Association is in the process of submitting their Event Guideline Application for July 4th. The carnival is planned for 7/1-4.
5. The next CLARB meeting on 6/10 will be held in English Landing Park at the West Shelter. Barnard to confirm.

B. Public Works

1. Sullivan Nature Sanctuary Dedication to be held Saturday, 5/16 at 2:30 P.M. More information to come.
2. English Landing Park restroom design RFQ
 - i. The City received (3) proposals in response to the RFQ: a) Williams, Spurgeon, Kuhl & Freshnock; b) a3G Architects; and c) Davidson Architecture & Engineering. Abel is forming a review committee to review and weight the responses and asked if any CLARB members wished to participate. Wassmer and Zink indicated their interest. Abel will contact them sometime in the next 2 weeks to schedule the review. The City's intent is that the selected architect will prepare plans and specifications to be let for bid, and possibly seek their help with the overall vision for the park.

C. Administration

1. Fee Waiver Update

- i. After talking with the City Administrator, Blakeslee advised that the responsibility to approve fee waivers does not belong to CLARB. Fee waivers could only be approved by ordinance from the Board of Aldermen. CLARB had already waived the fee for the River Cleanup. Staff believes that it would be unfair to change a fee in this instance and plans to move forward. Staff discussed the possibility that in the future event fees could be waived if they were co-sponsored by the City. Wassmer asked about the City's liability as a co-sponsor. Blakeslee to research for a future meeting. Discussion was held regarding renaming events to reflect different fee structures.

2. All current CLARB members were re-approved.

7. MISCELLANEOUS ITEMS FROM THE BOARD

- A. Neil Davidson announced a "lunch on the river" function with the Star's outdoor writer, and the Conservation Federation of Missouri function Saturday night @ Bass Pro.
- B. Linda Arnold asked the minutes to reflect her thanks to Marc Sportsman for coming to her aid during a recent Planning & Zoning meeting.

8. ADJOURN

ADAM ZINK MADE A MOTION TO ADJOURN AT 8:05 P.M. SUSAN ROBB SECONDED THE MOTION. MOTION APPROVED 8-0.

CITY OF PARKVILLE Policy Report

Date: June 4, 2015

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Recommend that the Board of Aldermen approve the donation agreement with Philip and Barbara Wassmer for capstone material at the Spirit Fountain.

BACKGROUND:

The City of Parkville owns and maintains the Train Depot building and the surrounding area. The Spirit Fountain is located west of the Train Depot building and is included in the city's maintenance duties for the area. The fountain contains 22 capstones around its perimeter.

In February 2015, the Parks Department found that the fountain had been vandalized. Someone had stolen one of the capstones on the fountain, which contained a bronze plaque.

The City completed the process of getting that capstone replaced. Phil Wassmer provided a reasonable quote to replace the capstone and attempted to match the color to the existing stones. Once the bid was accepted, it was discovered that the remaining stones around the fountain were aged and some were chipped. Additionally, it was determined that placing a new stone on the fountain with the other older stones will detract from the look of the fountain because the color could not be matched exactly.

Philip and Barbara Wassmer have offered to purchase 21 new capstones for the fountain's perimeter and donate them to the City. With such a generous donation, the City wanted to protect the investment interests of both the City and the donor. The agreement addresses the ownership and information about the donated material, includes the plan for recognition of the donors, and addresses the maintenance of the fountain after the capstones have been placed. Similar agreements have been done in the past.

BUDGET IMPACT:

There is no budget impact.

ALTERNATIVES:

1. Recommend that the Board of Aldermen approve the donation agreement with Philip and Barbara Wassmer for capstone material at the Spirit Fountain.
2. Do not approve the donation agreement.
3. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that CLARB recommend that the Board of Aldermen approve the donation agreement with Philip and Barbara Wassmer for capstone material at the Spirit Fountain.

POLICY:

Section 150.050.A. of the Parkville Municipal Code directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs along streets and in

ITEM #4A

For 06-10-15

Community Land and Recreation Board

other public areas. As CLARB serves in an advisory capacity, its recommendations must be approved by the Board of Aldermen.

SUGGESTED MOTION:

I recommend that the Board of Aldermen approve donation agreement with Philip and Barbara Wassmer for capstone material at the Spirit Fountain.

ATTACHMENT:

1. Donation Agreement

AGREEMENT FOR PARK DONATION

THIS AGREEMENT, made and entered into this _____ day of May, 2015, is by and between the City of Parkville, Missouri, a city of the fourth classification (City); and Philip and Barbara Wassmer (Donor), individuals in the State of Missouri and the City of Parkville, collectively referred to as the Parties .

WHEREAS, the Parties recognize the importance of park facilities and amenities; and

WHEREAS, the City of Parkville maintains the area in and around the Train Depot, including the Gresham Memorial Spirit Fountain; and

WHEREAS, the Donor has offered to donate materials to replace 21 capstones along the edge of said fountain; and

WHEREAS, the City and the Donor agree to publicly recognize the donation.

NOW , THEREFORE, the Parties, for the consideration and under the described conditions and obligations, hereinafter set forth and agree as follows:

Section 1. **Ownership**

The donation, as described in Section 2, is donated in its entirety to the citizens of Parkville to be hereafter owned by the City of Parkville and managed on behalf of the citizens by the City of Parkville.

Section 2. **Donation**

The donation consists of twenty-one (21) 43" long x 19" wide x 3" thick capstones, weighing 250 pounds each, to be used for the masonry restoration work on the Gresham Memorial Spirit Fountain. The City of Parkville is responsible for pickup and delivery of the capstones and installation. The City reserves the right to inspect all capstones at the time of pickup and to reject any and all stones that are not, in the City's sole discretion, in a suitable condition for placement at the fountain.

Section 3. **Recognition**

In exchange for the donation, the City agrees to recognize the donors and their donation on the City's website, social media platforms, and in a future edition of the city newsletter that is mailed to all residential households in Parkville.

Section 4. **Maintenance**

The City shall be responsible for maintenance of the fountain and the capstones, including any reasonable repairs, in the sole discretion of the City. The City makes no guarantee for the replacement or repair of capstones damaged beyond reasonable repair, suffer repeated vandalism, and/or expire prior to the cessation of the ten year period.

Section 5. **Term**

The initial term of this agreement shall be for ten years. Following cessation of the agreement, the City may treat the donation, as it would any other City property similar in nature. The City reserves the right to move/remove and/or retire said donation and related acknowledgements following cessation of the agreement.

IN WITNESS WHEREOF City and Donor, for themselves, and their successors and assigns, have executed this Agreement as of the day and year first above written.

Philip Wassmer, an Individual

Barbara Wassmer, an Individual

City of Parkville, Missouri

Nanette K. Johnston, Mayor

Attest:

Melissa McChesney, City Clerk

CITY OF PARKVILLE Policy Report

Date: June 2, 2015

Prepared By:
Alysen Abel
Public Works Director

Reviewed By:
Tim Blakeslee
Assistant to the City Administrator

ISSUE:

Recommend that the Board of Aldermen approve the recommendation of the selection committee and negotiate a professional services agreement with Williams, Spurgeon, Kuhl & Freshnock Architects, Inc. for the architectural design of the English Landing Park restrooms.

BACKGROUND:

In March, the City of Parkville received an Outreach Grant from Platte County Parks and Recreation for the improvements to the English Landing Park restrooms. In May, the City released a Request for Qualifications (RFQ) for Architectural Services for the restroom project. The City received three responses to the bid request. Three members of staff, as well as two appointed CLARB members, comprised the selection committee. Each proposal was reviewed based on the criteria listed in the RFQ. Based on the scoring criteria, Williams, Spurgeon, Kuhl & Freshnock was the highest ranking firm.

The City staff is currently working with the architect on the scope, schedule and fees associated with the contract. The draft contract will be presented at the Finance Committee with the final contract presented at the Board of Aldermen for approval.

BUDGET IMPACT:

The Capital Improvements Program (CIP) includes \$170,000 in the 2015 Budget for the construction of the English Landing Restroom, which includes a family restroom and ADA access. The City received \$40,000 from the County's Outreach Grant program, which will be used to aid in the design and construction costs of the restroom facility.

ALTERNATIVES:

1. Recommend that the Board of Aldermen approve the recommendation of the selection committee and negotiate a professional services agreement with Williams, Spurgeon, Kuhl & Freshnock for the architectural design of the English Landing Park restrooms.
2. Direct staff to modify the recommendation to the Board of Aldermen.
3. Do not approve the selection committee's recommendation.
4. Postpone the item.

STAFF RECOMMENDATION:

Staff recommends that CLARB recommend that the Board of Aldermen approve the recommendation of the selection committee and negotiate a professional services agreement with Williams, Spurgeon, Kuhl & Freshnock, Inc. for the architectural design of the English Landing Park restrooms.

POLICY:

Section 150.050.A. of the Parkville Municipal Code directs CLARB to act in an advisory capacity to the Board of Aldermen to develop and administer a writer plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs along streets and in

ITEM 4B

For 06-10-15

Community Land and Recreation Board

other public areas. As CLARB serves in an advisory capacity, its recommendations must be approved by the Board of Aldermen.

SUGGESTED MOTION:

I recommend that the Board of Aldermen approve the recommendation of the selection committee and negotiate a professional services agreement with Williams, Spurgeon, Kuhl & Freshnock, Inc. for the architectural design of the English Landing Park restrooms.

ATTACHMENT:

1. Sample Agreement

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this _____, 2015 by and between the CITY OF PARKVILLE, MISSOURI (“City”) and Williams, Spurgeon, Kuhl & Freshnock, Architects, Inc. (“Service Provider”).

WHEREAS, the City requires architectural/engineering support and assistance; and

WHEREAS, the City has budgeted funds to acquire professional services as necessary; and

WHEREAS, Service Provider has the necessary staff and qualifications to provide such services to the City; and

WHEREAS, Service Provider was chosen through a qualifications-based selection process and has demonstrated the necessary expertise, experience, and personnel to complete the Project.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

- a. The term “Services” when used in this Agreement shall mean any and all architectural/ engineering support and assistance services provided by the Service Provider in accordance with this Agreement.
- b. Service Provider agrees to perform and complete the following Services:
 - i. Provide construction drawings for a public restroom building of approximately 750 square feet, sufficient to house women’s, men’s and family restrooms. Design must include all sitework, structural and building design, utility needs for the facility, including water, sanitary sewer, stormwater, and electrical needs. The City of Parkville will waive all permitting fees, but the design must be submitted through the City of Parkville plan review process, and meet all Flood Resistant Construction Codes of the 2012 International Building Code, Parkville Municipal Code Chapter 404 – Flood Plain Management, National Flood Insurance Program, 2011 NEC, and ANSI 117 standards for the Americans with Disabilities Act (ADA), and be ready for bidding purposes when completed. Services necessary to obtain all applicable permits for structures within a flood plain, including No Rise Certification and a flood plain permit from the local flood plain administrator, City of Parkville. Consideration should be given to services required to perform the necessary calculations related to the sensitivity of this important flood plain structure.
 - ii. Full accounting of costs and activities associated with the scope of work for the City of Parkville’s grant reporting requirements.

- iii. Provide bidding and on-site construction observation services during the construction of the restroom facility.
 - iv. The design team would be responsible for attending various meetings with City Administration, review Boards, and/or the public.
- c. A contract will be issued with a detailed scope of work after the design team has been selected and approved by the City.
- d. When notified by the Public Works Director and/or City Administrator, or their designees, either verbally or in writing, meet with City staff to discuss architectural/engineering service needs and work tasks that arise. Meetings will occur via telephone or in person at a location of mutual convenience such as Parkville City Hall.
- e. Service Provider shall provide Additional Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Service Provider without the City's prior written consent shall be at the Service Provider's own risk, cost, and expense, and Service Provider shall not make a claim for compensation from the City for such work.

II. STANDARD OF CARE

- a. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of all Services to the City that is ordinarily possessed and exercised by reasonable, prudent, and experienced professionals under similar circumstances.
- b. Service Provider represents it has all necessary licenses, permits, knowledge, and certifications required to perform the Services described herein.

III. COMPENSATION

- a. Service Provider shall submit an itemized invoice to the City on the first day of each month that details the hours spent on Services with descriptions of the work performed in the previous month immediately prior. The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Service Provider of the nature of the dispute regarding the balance.
- b. Service Provider shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

IV. SCHEDULE

- a. Unless otherwise directed by the City, Service Provider shall commence performance of the Services upon execution of this Agreement.
- b. Neither the City nor the Service Provider shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
- c. If Service Provider's performance is delayed due to delays caused by the City, Service Provider shall have no claim against the City for damages or payment adjustment other than an extension of time to perform the Services.

V. LIABILITY AND INDEMNIFICATION

- a. Service Provider shall indemnify, defend and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Service Providers' negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Services, including performance by Service Provider's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials Service Provider creates or supplies to the City, except to the extent that such claims arise from materials created or supplied by the City.
- b. Service Provider's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Service Provider whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

- a. The Service Provider shall secure and maintain, at its expense, through the duration of this Agreement Commercial General Liability Insurance on an occurrence basis with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate coverage. Service Provider shall also secure and maintain Worker's Compensation and Employer's Liability Insurance, when applicable, at the limits required by state and/or federal law. The City will only accept coverage from an insurance carrier that offers proof that it :

- b. Is licensed to do business in the State of Missouri;
- c. Carries a Best's policy holder rating of A or better; and
- d. Carries at least a Class X financial rating.

Service Provider shall furnish the City with a Certificate of Insurance on a standard ACORD form, indicating types of insurance, policy numbers, dates of commencement and expiration of policies and carriers. Service Provider shall cause the City to be included as an Additional Insured, and shall require its insurer to provide the City with at least 30 days advance notice of cancellation. Service Provider shall deliver to the City a copy of an Additional Insured Endorsement, using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form) and a Notice of Cancellation Endorsement, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms. A copy of the Notice of Cancellation Endorsement and Additional Insured Endorsement must be furnished to the City prior to commencement of any services on City property. The design professional shall carry their own third party insurance to cover errors and omissions.

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

- a. Service Provider's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Service Provider.
- b. While upon City premises, the Service Provider's employees and agents shall be subject to the City's rules and regulations respecting its property and the conduct of employees thereon.

VIII. OWNERSHIP OF WORK PRODUCT

- a. Service Provider agrees that any documents, materials and work products produced in whole or in part through it under this Agreement, any intellectual property rights of Service Provider therein (collectively the "Works") are intended to be owned by the City. Accordingly, Service Provider hereby assigns to the City all of its right title and interest in and to such Works.

IX. RELATIONSHIP OF THE PARTIES

- a. Service Provider represents that it has, or will secure at Service Provider's own expense, all personnel required in performing the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the Services required hereunder will be performed by the Service Provider or under Service Provider's supervision, and all personnel engaged in the work shall be fully

qualified and shall be authorized or permitted under State and Local law to perform such services.

- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

X. NOTICES

- a. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:
- b. Notices sent by Service Provider shall be sent to:

City of Parkville
Attn: City Administrator
8880 Clark Ave. Parkville, MO 64152

- c. Notices sent by the City shall be sent to:

Williams, Spurgeon, Kuhl & Freshnock Architects, Inc.
110 Armour Road
North Kansas City, MO 64116

XI. TERM AND TERMINATION

- a. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.
- b. The term of this Agreement shall be until all Services are satisfactorily completed and accepted by the City.
- c. Notwithstanding Article XI, Paragraph B, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days written notice to the Service Provider. The City shall compensate Service Provider for the Services that have been completed to the City's satisfaction as of the date of termination. Service Provider shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

XII. MISCELLANEOUS PROVISIONS

- a. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

- b. Assignability. Service Provider shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Service Provider from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- c. Media Announcements. Service Provider shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City.
- d. Compliance with Local Laws. Service provider shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
- e. Equal Employment Opportunity. During the performance of this Agreement, Service Provider agrees as follows:
 - 1. Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - 2. Service Provider will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - 3. Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- f. Authorized Employees. Service Provider acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Service Provider therefore covenants that it will not knowingly be in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform Services related to this Agreement, and that its employees are lawfully to work in the United States.
- g. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal

financial interest, direct or indirect, in this Agreement, and Service Provider shall take appropriate steps to assure compliance.

- h. Interest of Service Provider and Employees. Service Provider covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the scope of work associated with this Agreement or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- i. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Service Provider, and attached hereto.
- j. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.
- k. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.
- l. Third Parties. The Services to be performed by the Service Provider are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

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

CITY OF PARKVILLE, MISSOURI

By: _____

Nanette K. Johnston, Mayor

ATTEST:

Melissa McChesney, City Clerk

WILLIAMS, SPURGEON, KUHL & FRESHNOCK
ARCHITECTS, INC.

By: _____

John Freshnock
Principal

MEMORANDUM

Project Name | Platte Landing Park
Project No | 12210.1

Date | June 3, 2015

To | Tom Barnard, City of Parkville

From | Laurie Brown, Vireo

Re | Interim Open Space Vegetation Management

Tom,

The following are some initial recommendations for management of the existing vegetation within the open space areas in Platte Landing Park. The primary goal of vegetation management at this stage is to control noxious and other undesirable weeds until implementation of the Section 1135 Ecosystem Restoration project and seeding of the adjoining open space can occur.

Existing vegetation is a mix of weedy species including Johnson grass which is a state listed noxious weed. In addition to the herbaceous weeds, I noticed that shrub honeysuckle is popping up throughout drier portions of the site. These two weeds are the highest priority for control do to their aggressive nature and the difficult of eradicating if left unmanaged.

Key points for the CLARB members to understand are:

- Vegetation management of the existing weeds is critical for both short and long-term goals within the park.
- If left unmanaged, the weeds will become a problem within the dog park and other open space areas within the park.
- Johnsongrass is a state listed noxious weed therefore, by state law it must be controlled "It shall be the duty of every owner of lands in this state, including but not limited to any person, association of persons, corporation, partnership, state highways and transportation commission, state department, state agency, county commission, township board, school board, drainage board, governing body of an incorporated city, railroad company or other transportation company and such company's authorized agent, and any person supervising state-owned lands to control all noxious weeds growing thereon so often in each and every year as shall be sufficient to prevent such noxious weeds from going to seed." (Section 263.190.1 MO State Statutes).
- While it may seem daunting to spend money up front, in the long run proper management of the weedy vegetation will be more manageable for personnel and for budgets.

Johnson grass control:

- Check with NRCS to see if they have cost share money to help with this effort.
- Recommended herbicide is Outrider. See the attached product information.
- Grass should be sprayed prior to it going to seed (18-24" of growth).
- Wait 2 weeks after herbicide application to mow. Mow weeds as short as possible.
- An additional application of herbicide should be applied to new growth in the early fall (Sept) time frame.

Planning & Design

Vireo

BeVireo.com

Kansas City
929 Walnut Suite 700
Kansas City MO 64106
816-756-5690

Omaha
1111 N. 13th Street Suite 116
Omaha, NE 68102
402-553-5485

- Evaluate and repeat the next growing season, if needed.

General vegetation management:

- Control of weedy vegetation early will make implementation of the ecosystem restoration project and seeding of the adjoining open space areas easier and more cost effective.
- Weeds can be controlled through a variety of methods:
 - Mowing/brush hogging weeds 2-3 times during the growing season. The downside to this is the cost and the fact that this method does not effectively deal with Johnsongrass.
 - Prescribed fire. At this time, there is not sufficient fuel (grasses, etc) to support an effective burn. The existing vegetation is too woody in nature and therefore difficult to burn. The presence of grasses and other quick burning fuels could make this a viable management option in the future.
 - Agricultural cropping. Planting of crops like alfalfa can assist with weed management and provide a crop that can be harvested. Consider doing this as a permittee farming operation where the farmer gets to harvest and keep/sell the crop for their efforts. It may be necessary to cost share some of the site preparation (herbicide) to encourage this. You might check with MDC to see if they have a permittee farmer in the area who might be interested.
 - Grass seeding. Seeding the site with a simple grass mix. This option would require herbicide treatment and mowing/brush hogging of the existing vegetation prior to seeding the site. A light to medium seeding will likely cost around \$5,000 for the 100 acres in addition to the cost for the herbicide.