



*Upstream from ordinary.*

**BOARD OF ALDERMEN MEETING**

RIVERSIDE CITY HALL

2950 NW VIVION ROAD

RIVERSIDE, MISSOURI 64150

**TENTATIVE AGENDA**

**SEPTEMBER 6, 2016**

**Closed Session – 6:30 p.m.**

**Regular Meeting – 7:00 p.m.**

Call to Order

Roll Call

**CLOSED SESSION**

**(6:30 p.m.)**

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

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

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

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

610.021(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

**REGULAR SESSION**

**(7:00 p.m.)**

Call to Order

Roll Call

Pledge of Allegiance

**Public Comments** - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding 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.

Proclamation – Diaper Need Awareness Week – September 26 – October 2, 2016

**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 August 16, 2016.

**R-2016-058: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2015-2016 WEEK ENDING AUGUST 19<sup>TH</sup>, AUGUST 26<sup>TH</sup> AND SEPTEMBER 2<sup>ND</sup> IN THE AMOUNT OF \$202,634.27 . Point of Contact: Finance Director Donna Oliver.**

**R-2016-059: A RESOLUTION DECLARING CERTAIN POLICE EQUIPMENT TO BE SURPLUS, AND AUTHORIZING ITS TRANSFER TO THE CITY OF HENRIETTA, MISSOURI. Point of Contact: Captain Gary McMullin.**

**R-2016-060: A RESOLUTION AWARDDING THE BID FOR RIVERSIDE CITY HALL – PUBLIC SAFETY HVAC CONTROLS UPGRADE PROJECT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND FIRELAKE CONSTRUCTION INC FOR SUCH PROJECT. Point of Contact: Public Works Director Tom Wooddell.**

**R-2016-061: A RESOLUTION REAPPOINTING MIKE LOMBARDO TO THE PLANNING & ZONING COMMISSION. Point of Contact: Mayor Kathy Rose.**

### REGULAR AGENDA

1. **R-2016-062: A RESOLUTION GRANTING AND APPROVING THE EXECUTION OF A PROXY FOR THE ANNUAL MEETING OF LANDOWNERS OF RIVERSIDE-QUINDARO BEND LEVEE DISTRICT; DIRECTING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI TO EXECUTE A PROXY RELATED THERETO, AND AUTHORIZING SUCH OTHER RELATED DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH. Point of Contact: City Administrator Greg Mills.**
2. **R-2016-063: A RESOLUTION DIRECTING THE AMENDMENT AND RESTATEMENT OF HORIZONS BUSINESS PARK ASSOCIATION INC.'S ARTICLES OF INCORPORATION. Point of Contact: City Administrator Greg Mills and Special Counsel Joe Bednar.**
3. **First Reading: Bill No. 2016-037: AN ORDINANCE AUTHORIZING THE CITY OF RIVERSIDE MISSOURI TO ENTER INTO A FUNDING AGREEMENT WITH THE HORIZONS BUSINESS PARK ASSOCIATION IN AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS. Point of Contact: City Administrator Greg Mills and Special Counsel Joe Bednar.**
4. **First Reading: Bill No. 2016-038: AN ORDINANCE APPROVING SEEDING PLANS AND SPECIFICATIONS FOR THE PHASE I INFRASTRUCTURE IMPROVEMENTS WITHIN THE HORIZONS EAST SITE. Point of Contact: City Engineer Travis Hoover.**
5. **First Reading: Bill No. 2016-039: AN ORDINANCE AUTHORIZING THE CITY OF RIVERSIDE TO ENTER INTO A SERVICES AGREEMENT WITH DAMON PURSELL CONSTRUCTION COMPANY IN RIVERSIDE MISSOURI. Point of Contact: Public Works Director Tom Wooddell.**
6. **First Reading: Bill No. 2016-040: AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE MUNICIPAL CODE OF THE CITY OF RIVERSIDE, MISSOURI REGARDING MINOR TRAFFIC VIOLATIONS AND MUNICIPAL CODE VIOLATIONS TO CONFORM TO THE PROVISIONS OF SENATE BILL NO. 572. Point of Contact: Community Development Director Mike Duffy and City Attorney Paul Campo.**

7. First Reading: Bill No. 2016-041: **AN ORDINANCE AMENDING CITY CODE SECTION 135.070 RELATED TO COMPETITIVE BIDDING.** Point of Contact: City Administrator Greg Mills.
8. First Reading: Bill No. 2016-042: **AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF PHILIP K. MOSS 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: Captain Gary McMullin.
9. **Motion** to approve Temporary Catering Liquor License Contingent upon State of Missouri Approval – American Legion Post 318 for the Dust Bowl Jamboree on October 1, 2016. Point of Contact: City Clerk Robin Kincaid.

10. **Communication from City Administrator**

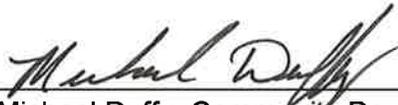
a) **Department Reports**

- i. Community Development
- ii. Engineering  
- 50<sup>th</sup> Street Utilities Discussion
- iii. Finance
- iv. Public Safety
- v. Public Works
- vi. Levee Board Report

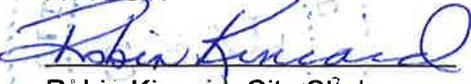
11. **Communication from Mayor**

12. **Communication from Board of Aldermen**

13. **Motion** to Adjourn

  
\_\_\_\_\_  
Michael Duffy, Community Development Director

ATTEST:

  
Robin Kincaid, City Clerk

Posted 09.02.16 at 3:00 p.m.

**DIAPER NEED AWARENESS WEEK PROCLAMATION  
SEPTEMBER 26 – OCTOBER 2, 2016**

**Whereas**, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

**Whereas**, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

**Whereas**, the average infant or toddler requires an average of 50 diaper changes per week over three years; and

**Whereas**, diapers cannot be bought with food stamps or WIC vouchers, and a monthly supply of diapers can cost as much as six percent of a full-time minimum wage worker's salary, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

**Whereas**, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and

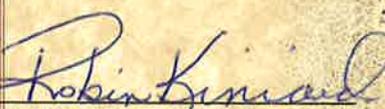
**Whereas**, the people of Riverside recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and

**Whereas**, Riverside is proud to be home to various community organizations that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels; now

Therefore, I, Kathleen L. Rose, Mayor of the City of Riverside, Missouri do hereby proclaim the week of September 26<sup>th</sup> through October 2<sup>nd</sup>, 2016 as

**DIAPER NEED AWARENESS WEEK**

in the City of Riverside and encourage the citizens of Riverside to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need in Riverside and environs.



Robin Kincaid, City Clerk



Kathleen L. Rose, Mayor

MINUTES  
REGULAR MEETING  
BOARD OF ALDERMEN  
RIVERSIDE, MISSOURI  
Tuesday, August 16, 2016  
6:30 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, August 16, 2016.

Mayor Rose called the regular meeting to order at 6:30 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Frank Biondo, Chet Pruett, and Al Bowman.

Alderman Aaron Thatcher was absent.

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

**MOTION TO ENTER INTO CLOSED @ 6:30 P.M.** Alderman Homer moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, and RSMo 610.021 (2) Leasing, Purchase or sale of real estate, and RSMo610.021 (3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed, second by Alderman Biondo. Yes: Homer, Biondo, Bowman, Pruett, and Super. Motion carried 5-0.

**MOTION TO ADJOURN CLOSED @ 6:55 P.M.** Alderman Bowman moved at 6:55 p.m. to adjourn closed session with action taken, second by Alderman Biondo. Yes: Bowman, Biondo, Pruett, Super, and Homer. Motion carried 5-0.

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

Those in attendance were Mayor Kathy Rose, Aldermen Art Homer, Frank Biondo, Al Bowman, Chet Pruett, and Ron Super.

Alderman Aaron Thatcher was absent.

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

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

<b>PUBLIC COMMENT</b>	None.
<b>CONSENT AGENDA</b>	Alderman Biondo moved to approve the consent agenda as presented, second by Alderman Super. Yes: Biondo, Super, Bowman, Pruett, and Homer. Motion carried 5-0.
<b>MINUTES OF 08-02-16</b>	Alderman Biondo moved to approve the minutes of the August 2, 2016 meeting, second by Alderman Super. Yes: Biondo, Super, Bowman, Pruett, and Homer. Motion carried 5-0.
<b>COURT REPORT</b>	Alderman Biondo moved to approve the July 2016 Court Report, second by Alderman Super. Yes: Biondo, Super, Bowman, Pruett, and Homer. Motion carried 5-0.
<b>REGULAR AGENDA</b>	
<b>PUBLIC HEARING SUP</b> Rezoning Horizons Dev. Area	Mayor Rose opened the public hearing at 7:02 p.m. to consider a request for rezoning generally located within the Horizons Development area, in the City of Riverside, Missouri. Community Development Director Mike Duffy explained that this is rezoning for single planned development in the Horizons area to create a standard set of standards across the entire property and sets a certain threshold for outdoor storage. The Planning and Zoning Commission held a special workshop to discuss, all property owners were notified, and given an opportunity to attend the meeting to hear the discussion or ask questions. Mayor Rose asked if there were any further questions or comments and hearing none she closed the public hearing at 7:11 p.m.
<b>BILL NO. 2016-034</b> Amend Horizons PDD	City Clerk Robin Kincaid gave first reading of Bill No. 2016-034. Alderman Pruett moved to accept first reading and place Bill No. 2016-034 on second and final reading, second by Alderman Biondo. Yes: Pruett, Biondo, Homer, Super, and Bowman. Motion carried 5-0. Alderman Homer moved to approve Bill 2016-034 and enact said bill as ordinance, second by Alderman Pruett. Yes: Homer, Pruett, Super, Bowman, and Biondo. Motion carried 5-0.
<b>PUBLIC HEARING SUP</b> 4600 NW 41 <sup>ST</sup> Street	Mayor Rose stated that this public hearing remains open from the previous meeting regarding a request for a special use permit for outdoor storage located at 4600 NW 41 <sup>ST</sup> Street, in the City of Riverside, Missouri. Community Development Director Mike Duffy explained the storage issues and the request that the Planning and Zoning

Commission approved with detailed limits at the August 11<sup>th</sup> meeting. Mayor Rose asked if there were any further questions or comments, hearing none, she closed the public hearing at 7:16 p.m.

**BILL NO. 2016-035**  
Amending SUP at 4600 NW  
41<sup>st</sup> Street

City Clerk Robin Kincaid gave first reading of Bill No. 2016-035. Alderman Biondo moved to accept first reading and place Bill No. 2016-035 on second and final reading, second by Alderman Pruett.

Yes: Biondo, Pruett, Bowman, Super, and Homer.  
Motion carried 5-0.

Alderman Pruett moved to approve Bill 2016-035 and enact said bill as ordinance, second by Alderman Biondo.

Yes: Pruett, Biondo, Bowman, Homer, and Super.  
Motion carried 5-0.

**BILL NO. 2016-036**  
Jeff Green/Hoffman Strategy  
Retail Feasibility Analysis

City Clerk Robin Kincaid gave first reading of Bill No. 2016-036. Alderman Pruett moved to accept first reading and place Bill No. 2016-036 on second and final reading, second by Alderman Bowman.

Yes: Pruett, Bowman, Homer, Super, and Biondo.  
Motion carried 5-0.

Alderman Homer moved to approve Bill 2016-036 and enact said bill as ordinance, second by Alderman Pruett.

Yes: Homer, Pruett, Biondo, Bowman, and Super.  
Motion carried 5-0.

**RESOLUTION 2016-057**  
Bill Pay

Alderman Biondo moved to approve Resolution 2016-057 authorizing the expenditure of funds for fiscal year 2016-2017, for weeks ending August 5<sup>th</sup> and August 12<sup>th</sup> in the amount of \$282,792.42, second by Alderman Pruett.

Yes: Biondo, Pruett, Super, Bowman, and Homer.  
Motion carried 5-0.

**CITY ADMINISTRATOR** Nothing to report.

**COMMUNITY DEVELOPMENT** Nothing to report.

**ENGINEERING** Nothing to report.

**FINANCE** Nothing to report.

**PUBLIC SAFETY** Nothing to report

**PUBLIC WORKS** Nothing to report.

**LEVEE BOARD** Alderman Super stated that following the last meeting operation and maintenance budget was set at \$765,400 and the approved Installment Tax was \$516,500.

**MAYOR'S DISCUSSION**

Mayor Rose announced that Finance Director Donna Oliver had received the CAFR award again this year, making it ten years consecutively and that her work is appreciated very much. Stakeholders met at MPR in Independence today to meet with the Director of MoDot to come up with some type of solution. There were close to 100 people in attendance and a great deal of discussion was held among mayors, chambers and legislators. Unfortunately there were no solutions found and the legislators in attendance said that they would not support a fuel tax. I attended the Toll Transportation meeting at MARC this morning and it was a very interesting meeting. Our project received funding for 2018-2019 for the stop light on 9 Highway. I got to see a presentation for a Zipcar and how these cars will be used in dense areas, it is a very progressive thought.

**BOARD OF ALDERMEN**

Alderman Biondo – Nothing to report.

Alderman Super – Yesterday the City sponsored a golf team for the Argosy golf tournament and it was a very good tournament, nicely done and thank you for allowing me to be on the team.

Alderman Pruett – Nothing to report.

Alderman Homer – Nothing to report.

Alderman Bowman – Asked Community Development Director Mike Duffy a codes question regarding hard surface parking.

**MOTION TO ADJOURN**

Alderman Bowman moved to adjourn the meeting at 7:43 p.m., second by Alderman Biondo.

Yes: Bowman, Biondo, Super, Pruett, and Homer.

Motions carried 5-0.

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Robin Kincaid, City Clerk

**RESOLUTION NO. R - 2016-058**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2016-2017 WEEK ENDING AUGUST 19<sup>TH</sup> , AUGUST 26<sup>TH</sup> , AND SEPTEMBER 2<sup>ND</sup> IN THE AMOUNT OF \$202,634.27.**

**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 \$202,634.27 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 6<sup>TH</sup> day of September, 2016.

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Mayor Kathleen L. Rose

ATTEST:

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Robin Kincaid, City Clerk



# Expense Approval Report

By Fund

Payment Dates 08/17/2016 - 08/17/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 10 - GENERAL FUND</b>					
MISSOURI DEPT OF REVENUE	07/01-31/16	08/17/2016	CRIME VICITIM COMPENSATI	10-20502	1,126.54
BUDGET DIRECTOR	07/01-31/16	08/17/2016	PEACE OFFICERS STANDARDS	10-20503	158.00
SYNERGY SERVICES, INC	07/01-31/16	08/17/2016	DOMESTIC VIOLENCE SHELTE	10-20504	316.00
BUDGET DIRECTOR SHERIFFS	07/01-31/16	08/17/2016	SHERIFFS' RETIREMENT FUND	10-20508	468.00
TIME WARNER - PUBLIC WOR	040803901 08/16	08/17/2016	CABLE SERVICE	10-331-000-25600	131.02
BLACK, TREVOR & BECKY	08/15/16	08/17/2016	REIMB SECURITY DEPOSIT	10-20010	100.00
MCGAUGH, DORIS	08/15/16	08/17/2016	REIMB SECURITY DEPOSIT	10-20010	100.00
PATEL, PURNIMA	08/15/16	08/17/2016	REIMB SECURITY DEPOSIT	10-20010	150.00
PROST, HOWARD A	08/17/16	08/17/2016	SENIOR DANCE/DJ SERVICES	10-341-100-44400	250.00
CELLCO PARTNERSHIP	9769892664	08/17/2016	DATA CARDS	10-224-000-27200	80.02
MISSOURI AMERICAN WATER	1017210010165930 0816	08/17/2016	2990 NW VIVION RD DETCK	10-337-103-25400	233.55
MISSOURI AMERICAN WATER	1017210010504726 0816	08/17/2016	RIVERWAY/PLATTE RD FOUNT	10-336-112-25400	16.40
MISSOURI AMERICAN WATER	1017210010690719 0816	08/17/2016	777 A ARGOSY PKWY IRRIG	10-336-113-25400	1,634.87
MISSOURI AMERICAN WATER	1017210014458047 0816	08/17/2016	2950 NW VIVION RD DETEC	10-337-102-25400	1,371.86
MISSOURI AMERICAN WATER	1017210012068028 0816	08/17/2016	W PLATTE/VALLEY	10-336-112-25400	5,296.28
<b>Fund 10 - GENERAL FUND Total:</b>					<b>11,432.54</b>
<b>Grand Total:</b>					<b>11,432.54</b>



# Expense Approval Report By Fund

Payment Dates 08/24/2016 - 08/24/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 10 - GENERAL FUND</b>					
KCMO WATER SERVICES DEPA	61445903546971 08/16	08/24/2016	2901 NW VIVION ROAD	10-336-108-25400	99.32
KCMO WATER SERVICES DEPA	61467103549090 08/16	08/24/2016	4498 HIGH DRIVE	10-337-104-25400	425.54
KCMO WATER SERVICES DEPA	61468303549219 08/16	08/24/2016	2990 NW VIVION RD	10-337-103-25400	225.55
SAM'S CLUB DIRECT	001201	08/24/2016	SUPPLIES	10-112-000-53900	28.80
KCPL SERVICE PMTS	3823-35-2154 08/16	08/24/2016	2025 VALLEY	10-336-112-25000	1,053.94
MISSOURI GAS ENERGY	0627451111 08/16	08/24/2016	2990 NW VIVION RD	10-337-103-25200	68.36
MISSOURI GAS ENERGY	3730422222 08/16	08/24/2016	4200 NW RIVERSIDE DR	10-337-101-25200	38.15
MISSOURI GAS ENERGY	4413651111 08/16	08/24/2016	4498 NW HIGH DR	10-337-104-25200	56.08
ADAMS, ASHLEIGH	08/19/16	08/24/2016	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	44.25
JENNIFER ENNA	08/19/16	08/24/2016	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	16.49
ICMA-RC VANTAGEPOINT	41228391	08/24/2016	EMPLOYEE W/H 08/19 PAYRO	10-20006	910.37
ICMA-RC VANTAGEPOINT	41228412	08/24/2016	EMPLOYEE W/H 08/19 PAYRO	10-20006	125.00
PROST, HOWARD A	08/02/16	08/24/2016	DJ SERVICES/NAT'L NIGHT OU	10-224-000-22902	250.00
CAMARO CLUB OF KC	08/22/16	08/24/2016	REIMB SECURITY DEPOSIT	10-20010	450.00
TIME WARNER	101773501 08/16	08/24/2016	CABLE	10-224-000-25600	129.24
SCHMIDT, EDWARD E	08/24/16	08/24/2016	BAND/SENIOR DANCE	10-341-100-44522	180.00
<b>Fund 10 - GENERAL FUND Total:</b>					<b>4,101.09</b>
<b>Grand Total:</b>					<b>4,101.09</b>



# Expense Approval Report

By Fund

Payment Dates 08/31/2016 - 08/31/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 10 - GENERAL FUND</b>					
AT&T	816A5000371267 08/16	08/31/2016	2950 NW VIVION RD	10-112-000-27000	69.93
KCPL SERVICE PMTS	0512-89-5780 08/16	08/31/2016	2626 NW PLATTE RD	10-336-112-25000	1,028.40
KCPL SERVICE PMTS	1232-04-9424 08/16	08/31/2016	2901 NW VIVION RD DP01	10-336-108-25000	119.83
KCPL - STREET LTG	1921-09-8495 08/16	08/31/2016	4702 NW HIGH DR	10-331-000-26800	50.76
KCPL SERVICE PMTS	2093-49-0946 08/16	08/31/2016	3880 ARGOSY CASINO PARKW	10-336-113-25000	19.76
KCPL SERVICE PMTS	2130-19-8248 08/16	08/31/2016	4026 ARGOSY CASINO PARKW	10-336-113-25000	19.59
KCPL - STREET LTG	3147-73-7222 08/16	08/31/2016	2509 W PLATTE TS	10-331-000-26800	61.79
KCPL - STREET LTG	3948-82-2408 08/16	08/31/2016	4509 GATEWAY TS	10-331-000-26800	50.31
KCPL SERVICE PMTS	7922-40-5202 08/16	08/31/2016	2990 NW VIVION RD	10-337-103-25000	3,095.94
KCPL SERVICE PMTS	8712-27-4759 08/16	08/31/2016	4101 VAN DE POPLIER SIREN	10-337-103-25000	33.26
KCPL SERVICE PMTS	8768-51-3516 08/16	08/31/2016	2805 NW VIVION RD	10-336-111-25000	624.79
KCPL SERVICE PMTS	9499-79-6859 08/16	08/31/2016	4500 NW HIGH DR	10-337-105-25000	313.23
KCPL SERVICE PMTS	9775-39-9838 08/16	08/31/2016	4700 HIGH DRIVE	10-337-103-25000	33.95
LEVEL 3 COMMUNICATIONS,	46226981	08/31/2016	2950 NW VIVION RD	10-112-000-27000	668.04
KCPL SERVICE PMTS	8138-89-2268 08/16	08/31/2016	4103 NW TREMONT RD	10-337-117-25000	697.84
JOHNSON, JONNA	08/25/16	08/31/2016	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	49.18
PACIFIC TELEMAGEMENT S	862317	08/31/2016	EH YOUNG	10-336-107-27000	75.00
PACIFIC TELEMAGEMENT S	862317	08/31/2016	POOL	10-336-110-27000	75.00
PACIFIC TELEMAGEMENT S	862317	08/31/2016	COMM. CTR.	10-341-000-27000	78.00
SAM'S CLUB DIRECT	008444	08/31/2016	SUPPLIES	10-331-000-51600	85.46
ADAMS, ASHLEIGH	08/29/16	08/31/2016	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	44.25
WHITING, RYAN	08/29/16	08/31/2016	REIMB SECURITY DEPOSIT	10-20010	100.00
BRIGGS, LEONARD	08/29/16	08/31/2016	REIMB SECURITY DEPOSIT	10-20010	150.00
MOBILFONE	6056100	08/29/2016	PAGER RENTAL	10-224-000-27400	240.00
SAM'S CLUB DIRECT	004384	08/31/2016	SUPPLIES	10-112-000-53900	546.76
<b>Fund 10 - GENERAL FUND Total:</b>					<b>8,331.07</b>
<b>Fund: 50 - OFFICER TRAINING FUND</b>					
MARR, ANDREW	08/19/16	08/31/2016	REIMB AUTO MILEAGE/SPRIN	50-221-000-31700	187.92
UNIVERSITY OF LOUISVILLE	SPI-127C09-19	08/31/2016	REGIST/DAVID WAITE, CARI T	50-221-000-31700	1,100.00
<b>Fund 50 - OFFICER TRAINING FUND Total:</b>					<b>1,287.92</b>
<b>Grand Total:</b>					<b>9,618.99</b>



# Expense Approval Report

By Fund

Payment Dates 09/06/2016 - 09/06/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 10 - GENERAL FUND</b>					
JAMES PRINTING	32694	09/06/2016	BUSINESS CARDS/FULLER, RA	10-112-000-32000	60.00
JAMES PRINTING	32694	09/06/2016	BUSINESS CARDS/FULLER, RA	10-819-000-32000	60.00
WCA WASTE CORPORATION	099-0000137388	09/06/2016	DISPOSAL SERVICE/PUBLIC W	10-331-000-26000	1,407.04
LOOMIS	11859542	09/06/2016	COURIER SERVICE	10-112-000-43800	77.58
MAIL WORKS	22695	09/06/2016	NEWSLETTER	10-112-000-32001	49.32
MAIL WORKS	22695	09/06/2016	NEWSLETTER	10-112-000-51500	756.24
WCA WASTE CORPORATION	099-0000134961	09/06/2016	DISPOSAL SERVICE/RESIDENTI	10-331-000-26000	4,560.63
BD OF POLICE COMMISSIONE	9921	09/06/2016	LAB USAGE	10-221-000-44511	310.50
P1 GROUP, INC	000006109	09/06/2016	RTU UNIT #1	10-337-102-41500	466.00
P1 GROUP, INC	000006110	09/07/2016	AC UNIT AND CONTROLS	10-337-102-41500	361.25
L 3 COM MOBILE VISION INC	0243957-IN	09/06/2016	LED INDICATOR LIGHT	10-221-000-40002	114.95
CHILDREN'S MERCY HOSPITAL	08/10/16	09/06/2016	LAB USAGE	10-221-000-44514	157.00
MR MAT	527268	09/06/2016	ENTRY MATS	10-337-102-41500	30.48
SOLI PRINTING	135192	09/06/2016	PRINTING/POSTCARDS (1000)	10-112-000-32000	179.00
SHRED-IT US JV LLC	9411905985	09/06/2016	SHREDDING/CITY HALL	10-112-000-50500	75.91
AL BOWMAN & SON'S S.O.S	32495	09/06/2016	IT DOOR LOCK REPLACEMENT	10-337-103-41500	182.25
REJIS COMMISSION	INV0049860	09/06/2016	LEWEB SUBSCRIPTION	10-223-000-43401	643.46
REJIS COMMISSION	INV0049873	09/06/2016	LEWEB SUBSCRIPTION	10-216-000-43400	20.20
DAMON PURSELL	199744	09/06/2016	YARD WASTE DISPOSAL	10-331-000-26100	376.00
WILLIAMS & CAMPO, P.C.	7544	06/30/2016	LEGAL SERVICES	10-112-000-20300	2,396.89
PSYCHLOGIC	08/16/16	09/06/2016	EMPLOYMENT EVALUATION/	10-115-000-30800	200.00
AL BOWMAN & SON'S S.O.S	32499	09/06/2016	NEW LOCK/WEST DOOR COM	10-337-104-41500	371.00
GOODYEAR AUTO SERVICE CT	134466	09/06/2016	TIRES (4)	10-221-000-41000	629.56
ALL STAR AWARDS & AD	423863	09/06/2016	1 BATON PLATE/JACKIE CARLS	10-224-000-22905	15.00
MR MAT	527497	09/06/2016	ENTRY MATS	10-337-101-41500	24.86
MR MAT	527498	09/06/2016	ENTRY MATS	10-337-102-41500	30.48
MR MAT	527499	09/06/2016	ENTRY MATS	10-337-103-41500	30.77
LANDMARK NEWSPAPER, THE	23727	09/06/2016	REQUEST FOR QUALIFICATIO	10-112-000-32700	51.06
AL BOWMAN & SON'S S.O.S	32501	09/06/2016	NEW LOCK/COMMUNITY CEN	10-337-104-41500	341.00
JAMES PRINTING	33076	09/06/2016	BUSINESS CARDS/WAGNER, S	10-819-000-32000	95.00
CARTERENERGY CORPORATIO	3088702	09/06/2016	FUEL PURCHASE	10-331-000-54100	544.08
AL BOWMAN & SON'S S.O.S	32506	09/06/2016	NEW LOCK/COMMUNITY CEN	10-337-104-41500	335.00
BD OF POLICE COMMISSIONE	M020948	09/06/2016	ALERT SYSTEM USER	10-223-000-43401	91.38
SIGNATURE LANDSCAPE, INC	199050	09/06/2016	SPRINKLER ACTIVATION AT PL	10-336-113-42100	260.00
SIGNATURE LANDSCAPE, INC	199051	09/06/2016	SPRINKLER ACTIVATION & RE	10-336-113-42100	1,995.84
SIGNATURE LANDSCAPE, INC	199052	09/06/2016	SPRINKLER ACTIVATION & RE	10-336-113-42100	1,119.02
SIGNATURE LANDSCAPE, INC	199053	09/06/2016	SPRINKLER ACTIVATION & RE	10-336-113-42100	2,937.01
P1 GROUP, INC	000007008	09/06/2016	AIR CONDITIONER/CITY HALL	10-337-102-41500	253.50
MR MAT	527735	09/06/2016	ENTRY MATS	10-337-101-41500	24.86
MR MAT	527736	09/06/2016	ENTRY MATS	10-337-103-41500	30.74
MR MAT	527737	09/06/2016	ENTRY MATS	10-337-102-41500	30.48
LAURA JEANNE LYNCH	2016-51	09/06/2016	NEWSLETTER	10-112-000-21300	2,000.00
ALPHAGRAPHICS #190	45533	09/06/2016	NEWSLETTER	10-112-000-21300	1,161.05
ALLEN, GIBBS, & HOULIK, L.C.	908304	09/06/2016	PAYROLL PROCESSING	10-115-000-31600	768.04
KC WEB	W06-6033	09/06/2016	INTERNET SERVICE	10-112-000-27000	200.00
LOGO U UP, LLC	2894	09/06/2016	CORPORAL PATCHES	10-221-000-56000	250.00
ENET, LLC	4709	09/06/2016	SERVICE/SUPPORT	10-112-000-40500	1,793.50
ENET, LLC	4710	09/06/2016	SERVICE/SUPPORT	10-224-000-40500	4,666.50
ENET, LLC	4711	09/06/2016	SERVICE/SUPPORT	10-331-000-40500	433.50
ENET, LLC	4712	09/06/2016	SERVICE/SUPPORT	10-216-000-40500	187.00
ENET, LLC	4714	09/06/2016	SERVICE/SUPPORT	10-341-000-40500	102.00
MO CCFOA	05/01/16-04/30/17	09/06/2016	MBRSHIP DUES/KINCAID, WA	10-112-000-34500	40.00
MR MAT	527972	09/06/2016	ENTRY MATS	10-337-102-41500	30.48

## Expense Approval Report

Payment Dates: 09/06/2016 - 09/06/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MR MAT	527973	09/06/2016	ENTRY MATS	10-337-101-41500	24.86
MR MAT	527974	09/06/2016	TOWELS, DUST MOPS, WET M	10-337-104-41500	40.61
MR MAT	527975	09/06/2016	ENTRY MATS	10-337-103-41500	30.77
LANDMARK NEWSPAPER, THE	23698	09/06/2016	NOTICE PUBLIC HEAR/GATEW	10-819-000-32700	238.75
LANDMARK NEWSPAPER, THE	23703	09/06/2016	NOTICE PUBLIC HEAR/HORIZO	10-819-000-32700	279.99
LANDMARK NEWSPAPER, THE	23704	09/06/2016	STATEMENT OF RECEIPTS AN	10-112-000-32700	153.53
TOWNER COMMUNICATIONS,	1820	09/06/2016	ELEVATOR CALL BOX	10-224-000-40703	213.50
WCA WASTE CORPORATION	099-0000147057	09/06/2016	DISPOSAL SERVICE/RESIDENTI	10-331-000-26000	4,560.63
LARBI, MALIK	09/01/16	09/02/2016	REIMB EXPENSES CAUSED BY	10-221-000-41000	372.02
<b>Fund 10 - GENERAL FUND Total:</b>					<b>39,242.07</b>
<b>Fund: 13 - TOURISM TAX FUND</b>					
A TO Z THEATRICAL SUPPLY &	2115-02197	09/06/2016	SCENIC RENTAL/RUNWAY	13-112-000-21602	3,530.80
FUNOGRANDE LLC	2080616	09/06/2016	YOUTH & KIDS ENTERTAINME	13-112-000-21602	690.00
FIELDS, LERON	1080616	09/06/2016	FULL SOUND SYSTEM/64 PAR	13-112-000-21602	1,600.00
BARAZA AFRICAN CULTURES	20160806A	09/06/2016	DJ AND DANCE CREW	13-112-000-21602	2,050.00
SEABURY, ARTHUR	8/06/16	09/06/2016	BAND LEADER/TASTE OF AFRI	13-112-000-21602	400.00
<b>Fund 13 - TOURISM TAX FUND Total:</b>					<b>8,270.80</b>
<b>Fund: 21 - CAPITAL IMPROVEMENTS FUND</b>					
K & G STRIPING, INC.	160005-9	09/06/2016	SPEED LIMIT SIGNS	21-025-000-53000	700.00
HOUSTON EXCAVATING	#138	09/06/2016	LINE CREEK TRAIL PLACE ROC	21-025-000-53000	51,820.00
SPENCER FANE BRITT & BRO	563039	06/30/2016	FILL DIRT - JUNE	21-020-120-51000	225.00
SPENCER FANE BRITT & BRO	563040	06/30/2016	BUSINESS PARK - JUNE	21-020-000-51007	750.00
SPENCER FANE BRITT & BRO	563041	06/30/2016	FILL DIRT - JUNE	21-020-000-51007	1,500.00
SPENCER FANE BRITT & BRO	563044	06/30/2016	RINKER - JUNE	21-020-000-51007	375.00
SPENCER FANE BRITT & BRO	563045	06/30/2016	VAN TRUST - JUNE	21-020-000-51007	16,387.50
SPENCER FANE BRITT & BRO	563046	06/30/2016	BUSINESS PARK - JUNE	21-020-000-51007	735.00
SPENCER FANE BRITT & BRO	563047	06/30/2016	VELOCITI - JUNE	21-020-000-51007	622.50
SPENCER FANE BRITT & BRO	563050	09/06/2016	AMENDED MDA - JULY	21-020-000-51007	1,125.00
SPENCER FANE BRITT & BRO	563052	09/06/2016	VAN TRUST - JULY	21-020-000-51007	12,532.50
SPENCER FANE BRITT & BRO	563053	09/06/2016	SOCCER - JULY	21-020-000-51007	3,000.00
SPENCER FANE BRITT & BRO	563066	09/06/2016	HORIZONS VI - JULY	21-020-000-51007	12,300.50
SPENCER FANE BRITT & BRO	563067	09/06/2016	HORIZONS GENERAL - JULY	21-020-000-51007	6,735.50
COCKRELL PAVING, LLC	2016-047	09/06/2016	REMOVE & REPLACE PATCHIN	21-025-000-53000	5,490.00
COCKRELL PAVING, LLC	2016-048	09/06/2016	REPLACE PATCHING	21-025-000-53000	1,900.00
LANDMARK NEWSPAPER, THE	23697	09/06/2016	NOTICE TO BID/HVAC CONTR	21-039-000-53000	35.71
<b>Fund 21 - CAPITAL IMPROVEMENTS FUND Total:</b>					<b>116,234.21</b>
<b>Fund: 30 - CAPITAL EQUIPMENT FUND</b>					
ENET, LLC	4710	09/06/2016	HARD DRIVE/ADDITIONAL ME	30-112-000-65000	171.20
<b>Fund 30 - CAPITAL EQUIPMENT FUND Total:</b>					<b>171.20</b>
<b>Fund: 40 - TIF/LEVEE/RESERVE FUND</b>					
VELOCITI, INC	08/25/16	09/06/2016	DEVELOPER INCENTIVE	40-111-000-79600	3,844.87
<b>Fund 40 - TIF/LEVEE/RESERVE FUND Total:</b>					<b>3,844.87</b>
<b>Fund: 52 - PAL FUND</b>					
THE NAT'L GOLF CLUB OF KA	90170 07/16	09/06/2016	GOLF TOURNAMENT	52-221-000-44510	9,718.50
<b>Fund 52 - PAL FUND Total:</b>					<b>9,718.50</b>
<b>Grand Total:</b>					<b>177,481.65</b>

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**M E M O R A N D U M**

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**August 16, 2016**

**TO: Major Skinrod**  
**FROM: Captain Michael Costanzo**  
**SUBJECT: Request for Approval to Donate Surplus Equipment**

Major Skinrod,

We have six Level 3A concealable body armor vests in supply. They have been taken out of service due to normal rotation in our body armor replacement program. There are smaller agencies in the State of Missouri that are experiencing significant shortages in their financial resources and are in need of this equipment for their officers.

I am requesting city council approval to donate these vests to the Henrietta Missouri Police Department. The Henrietta Police Department, located in Ray County, is comprised of six part time officers, all of which currently need a vest.

Costanzo

*Approved*  
*[Signature]* 8/22/16  
*approved*  
8/22/16  
*[Signature]*

**RESOLUTION NO. R-2016-059**

**A RESOLUTION DECLARING CERTAIN POLICE EQUIPMENT TO BE SURPLUS,  
AND AUTHORIZING ITS TRANSFER TO THE CITY OF HENRIETTA, MISSOURI**

WHEREAS, the City of Riverside finds itself in possession of certain police equipment that is no longer needed for City operations.

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

**THAT** the Board of Aldermen hereby declares the below listed police equipment to be surplus, and authorizes its transfer as follows:

<b>EQUIPMENT DETAIL</b>	<b>NUMBER OF ITEMS</b>	<b>Receiving City</b>
Level 3A vest	6	City of Henrietta, MO

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

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the \_\_\_\_ day of September, 2016.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



2950 NW Vivion Road  
Riverside, Missouri 64150

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**MEMO DATE:** August 29, 2016

**AGENDA DATE:** September 6, 2016

**TO:** The Mayor and the Board of Aldermen

**FROM:** Tom Wooddell

**RE:** City Hall and Public Safety HVAC Controls Upgrade Project

**BACKGROUND:** The City Hall, Public Safety Facilities HVAC controls upgrade project was designated as one of the facility improvement projects in the 2016-2017 budget. . The HVAC controls project was offered to bid in August. Staff received one bid. The bid received was:

Firelake Construction, Inc. - \$82,410.00

**Budgetary Impact:** The 2016-2017 budget included \$90,000.00 for the City Hall and Public Safety Facilities HVAC controls upgrade project.

**REVIEWED BY AND RECOMMENDATION:** Staff has reviewed the bid and recommends Firelake Construction Company, Inc. 14217 W 95<sup>th</sup> Street Lenexa, KS. 66215, for the City Hall and Public Safety Facilities HVAC controls upgrade project.

**A RESOLUTION AWARDDING THE BID FOR RIVERSIDE CITY HALL –PUBLIC SAFETY HVAC CONTROLS UPGRADE PROJECT AND APPROVING THE AGREEMENT BETWEEN THE CITY AND FIRELAKE CONSTRUCTION INC FOR SUCH PROJECT**

**WHEREAS**, the City issued an invitation to bid for the Riverside City Hall- Public Safety HVAC Controls Upgrade Project (“Project”); and

**WHEREAS**, the City received one (1) response to its invitation to bid and the bid submitted by Firelake Construction, Inc., Lenexa Kansas was in the amount of \$82,410.00; and

**WHEREAS**, the Board of Aldermen find that Firelake Construction, Inc. is the lowest responsible bidder and that it is in the best interest of the City to enter into a contract with Firelake Construction, Inc. to perform the Project.

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

**THAT** the proposal of Firelake Construction, Inc. for the City Hall – Public Safety HVAC Controls Upgrade Project in the amount of \$82,410.00 is hereby accepted and approved; and

**FURTHER THAT** an agreement by and between the City of Riverside and Firelake Construction, Inc. in substantially the same form as attached hereto and incorporated herein by reference, is hereby authorized and approved; and

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside Missouri the \_\_\_ day of September, 2016.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

## **AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR**

Riverside City Hall – Public Safety HVAC Controls Upgrade Project

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Riverside, Missouri (“City”), and \_\_\_\_\_ (“Contractor”), shall govern all Work to be provided by Contractor for City on the Project.

WHEREAS, City desires to enter into an agreement with Contractor to obtain labor, services, materials, supplies, tools, equipment, supervision, management, and other items as set forth in this Agreement; and

WHEREAS, Contractor represents that Contractor is equipped, competent, and able to provide all the Work, in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein contained, IT IS HEREBY AGREED by City and Contractor as follows:

### **ARTICLE I DEFINITIONS**

As used in this Agreement and the other Contract Documents, the following words and phrases shall mean:

- A. “Contractor” A person, firm, or corporation with whom the contract is made by the City.
- B. “City” The City of Riverside, Missouri.
- C. “City Administrator” That person designated by the City as the City Administrator.
- D. “Project” The building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. It may also include construction by City or others.
- E. “Project Manager” The following project manager employed by the City of Riverside to manage the project on behalf of the City: Tom Wooddell.
- F. “Subcontractor” A person, firm or corporation supplying labor and materials or only labor for the work at the site of the project for, and under separate contract or agreement with the Contractor.
- G. “Substantial Completion” The stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.
- H. “Work” or “Work on the Project” Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the

project by employees of the Contractor and any Subcontractor. Work shall include all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to accomplish the results and objectives described in Exhibit A (Scope of Work and Drawings) to this Agreement and the other Contract Documents, in full compliance with all requirements set forth in the Contract Documents, subject to additions, deletions, and other changes as provided for in this Agreement. The Work may refer to the whole Project, or only a part of the Project if work on the Project also is being performed by City or others.

I. "Written Notice" Any notice delivered hereunder and the service thereof shall be deemed completed when sent by certified or registered mail to the other party at the address set forth herein, or delivered in person to said party or their authorized representative on the work.

## **ARTICLE II THE PROJECT AND THE WORK**

A. Contractor shall provide and pay for all Work for the Project.

B. Contractor represents that it has evaluated and satisfied itself as to all conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) labor supply and costs, and (4) availability and cost of materials, tools, and equipment. City shall not be required to make any adjustment in either the Contract Amount or the time for performance of the Work because of Contractor's failure to do so.

C. The Project Manager shall act as the City's representative during the construction period shall decide questions which may arise as to the quality and acceptability of materials furnished and work performed, and shall interpret the intent of the contract documents in a fair and unbiased manner. The Project Manager may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Project Manager will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of the material supply. The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

D. Contractor may be furnished additional instructions and detail drawings by the Project Manager, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the contract drawings, the Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

### **ARTICLE III CONTRACT AMOUNT**

A. Provided Contractor performs all Work in accordance with the Contract Documents and complies fully with each and every obligation of Contractor under the Contract Documents, City shall pay Contractor the sum of Eighty-Two Thousand Four Hundred Ten Dollars and no cents (\$82,410.00). This amount shall include all costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work, and shall be referred to as the "Contract Amount."

B. The Contract Amount is subject to final determination of Work performed at unit prices set forth in the Bid for Unit Price Contracts completed by Contractor. The quantities of unit price Work set forth in Contractor's Bid for Unit Price Contracts are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount. Unless otherwise stated elsewhere in the Contract Documents, (1) determination of the actual quantities and classifications of unit price Work performed will be made by City and (2) final payment for all unit price items set forth in Contractor's Bid for Unit Price Contracts will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, bonds, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, bonds, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE BOARD OF ALDERMEN. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE BOARD OF ALDERMEN AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR

ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

**ARTICLE IV  
PROGRESS OF WORK /SUBMITTALS**

A. **COMMENCEMENT OF WORK.** The date of beginning and the time for completion of the work are essential conditions of the Contract Documents. Contractor shall commence performance of the Work on the date indicated in a written notice (“Notice to Proceed”) that shall be given by City to Contractor.

B. **TIME FOR COMPLETION.** Contractor shall achieve Substantial Completion, as defined in Article I hereof, not later than **14** calendar days after the date set forth in the Notice to Proceed for commencement of performance of Work. The Contractor will proceed with the work at such rate of progress to insure Substantial completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work, should Contractor fail to complete the work in the time specified, the amount of liquidated damages shall be \$100.00 per day.

C. **TIME OF THE ESSENCE.** Time is of the essence in the performance of the Work and any other Contractor obligations under the Contract Documents. Contractor shall upon commencement of construction work daily to complete the Work except for Saturdays, Sundays, holidays, and days of inclement weather. This Paragraph does not preclude Contractor from working Saturdays, Sundays, holidays, or days of inclement weather, subject to City approval. Contractor shall give the City at least 48 hours’ notice if intending to work on Saturday, Sunday, holidays or days of impending inclement weather.

D. **DELAY IN PERFORMANCE.** In the event the City determines that performance of the Work is not progressing as required by the Contract Documents or that the Work is being unnecessarily delayed or will not be finished within the prescribed time, the City may, in the City’s sole discretion and in addition to any other right or remedy City may have, require Contractor, at Contractor’s sole cost, to accelerate Contractor’s progress. Such acceleration shall continue until the progress of the Work complies with the Contract Documents and clearly indicates that all Work will be completed within the prescribed time.

E. **SUSPENSION OF WORK.** The City may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension

F. DRAWINGS AND SPECIFICATIONS. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the City. In case of conflict between the drawings and specification, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Project Manager in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

G. SHOP DRAWINGS. Contractor shall submit to Project Manager for review all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Contractor shall be responsible to City for the accuracy and conformity of its submittals to the Contract Documents. Shop drawings shall bear the Contractor's certification that it has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall prepare and deliver its submittals to City in a manner consistent with the construction schedule and in such time and sequence so as not to delay performance of the Work. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been reviewed by the Project Manager. Review of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from City specifically authorizing such deviation, substitution, or change. When submitted for the Project Manager's review, any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order. If the Contract Documents do not contain submittal requirements pertaining to the Work, Contractor agrees upon request to submit in a timely fashion to City for review by Project Manager any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by City. Contractor shall perform all Work strictly in accordance with approved submittals. Project Manager's review does not relieve Contractor from responsibility for defective work resulting from errors or omissions of any kind on the reviewed submittals. A copy of each shop drawing and each sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager.

H. MATERIALS, SERVICES AND FACILITIES. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Project Manager. Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or by any Subcontractor

subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

I. INSPECTION AND TESTING OF MATERIALS. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents. The Contractor shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents. The City shall provide all inspection and testing services not required by the Contract Documents. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Project Manager timely notice of readiness. The Contractor will then furnish the Project Manager the required certificates of inspection, testing approval. Inspections, tests or approvals by the Project Manager or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the Contract Documents. The Project Manager will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

If any work is covered prior to inspection by the Project Manager it must, if requested by the Project Manager, be uncovered for the Project Manager's observation and replaced at the Contractor's expense. If the Project Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Project Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment.

J. CORRECTION OF WORK. The Contractor shall promptly remove from the premises all work rejected by the Project Manager for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the City may remove such work and store the materials at the expense of the Contractor.

K. SUBSTITUTIONS. Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by referenced to brand name or catalog number, if, in the opinion of the City, such material, article or piece of equipment is of equal substance function to that specified, the City may approve, in writing, its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and in such event the Contract Documents shall be modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or

general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in Article VII changes in the work.

L. **SUBSURFACE CONDITIONS.** The Contractor has the responsibility to become familiar with the Project site and the conditions under which work will have to be performed during the construction period prior to bidding. The Contractor shall promptly, and before such conditions are disturbed (excepting an emergency), notify the City by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. Contractor shall also be required to notify City of any unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents at the location of the Project. The City shall investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, the Contract Documents may be modified by Change Order as provided in Article VII.

M. **SUPERVISION BY CONTRACTOR.** The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

## **ARTICLE V CONTRACT DOCUMENTS**

A. The following documents, and any other documents that are attached to, incorporated by reference into, or otherwise included in them, and all Change Orders, form the entire agreement between City and Contractor, and are the Contract Documents:

1. INVITATION TO BID
2. BID FORM
3. AFFIDAVIT OF WORK AUTHORIZATION

4. This AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR
5. PAYMENT BOND (Required if costs exceed \$50,000 only.)
6. SCOPE OF WORK/DRAWINGS
7. NOTICE TO PROCEED

Contractor represents that it has examined and become familiar with the Contract Documents in their entirety, that any and all ambiguities, inconsistencies, and conflicts observed by Contractor have been called to City's attention in writing and have been resolved in writing to Contractor's satisfaction. Except for actual conflict between provisions in the Contract Documents, making it impossible for Contractor to comply with all provisions of the Contract Documents, the Contract Documents shall be cumulative, and Contractor shall comply with all provisions of all Contract Documents. In case of actual conflict, Contractor shall notify City of the conflict in writing and then shall comply with such provisions of the Contract Documents as City directs.

## **ARTICLE VI PAYMENTS**

A. Prior to submitting its first application for payment, Contractor shall provide City with a schedule of values dividing the Work, and the Contract Amount, into workable categories in a form acceptable to City. Each application for payment shall be based upon the percentage of actual completion of each category, multiplied by the dollar value of such category.

B. On or about the first day of Contractor's monthly accounting period, Contractor shall submit an Application for Partial Payment to the Project Manager. In addition to the amount of payment requested in the Application for Partial Payment, each application shall list the original Contract Amount, the amount Contractor has invoiced City to date, the amount Contractor has received to date, total additions to and deletions from the Contract Amount pursuant to approved Change Orders, and an itemization of any further additions to or deletions from the Contract Amount that Contractor claims. Contractor shall identify each Subcontractor and supplier whom Contractor intends to pay from the requested payment and shall state the amount Contractor intends to pay each such Subcontractor and supplier. An Application shall not include a request for payment for any portion of the Work that was performed or furnished by a Subcontractor or supplier if Contractor does not intend to pay such Subcontractor or supplier from such payment, nor shall the Application include a request for payment for any Work performed deemed unsatisfactory by City. Contractor shall include with each Application all supporting documentation as City may require. The City shall, within fifteen (15) days, review and approve such Application, or return the Application to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Within fifteen (15) days of its receipt of payment from City, Contractor shall pay all subcontractors and suppliers to whom payment is owed from the amount paid to Contractor.

C. All payments under this Agreement shall be made only upon proper approval of the City. Project Manager shall review each application for payment and certify for payment such amounts as Project Manager determines are due Contractor. From the total amount certified, City shall withhold five percent (5%) as retainage until final completion and acceptance of the Work. The five percent (5%) retainage may be reduced by Change Order if final completion and

acceptance of the Work is delayed due to unforeseen circumstances and the Work is usable for its intended purpose by the City. If reduction in the retainage is approved, the remaining retainage shall be an amount equal to or greater than 200% of the estimated amount necessary to complete the Work.

D. The City Treasurer, upon presentation of such certificate, shall prepare a check for the sum certified to be due (exclusive of retainage), payable out of the funds in the City Treasury available for Contractor under the authorizing Resolution or Ordinance approved by the Board of Aldermen. Payment shall be made to Contractor after the Board of Aldermen review and approve the payment and authorize the Mayor and City Treasurer to sign and deliver the check.

E. The Project Manager's approval certificate nor payment made to Contractor shall constitute acceptance of any part of the Work. Contractor shall remain obligated to perform all Work in accordance with the Contract Documents.

F. With each Application, Contractor shall submit a signed certificate of receipt of prior payments and release of claims and rights in connection with prior payments, in a form approved by City. City may, at its option, also require a similar receipt and release of claims and rights from each Subcontractor or supplier performing any Work, prior to making any payment to Contractor. The subcontractors' and suppliers' receipts and releases shall be in a form approved by City and shall indicate that (except for retainage) all debts for work performed or materials supplied included on any previous payment application to City from Contractor have been satisfied and that the Subcontractor or supplier waives and releases any and all claims or rights in connection therewith.

G. Contractor shall not be entitled to final payment for the Work until Contractor submits an application for final payment, all requirements of the Contract Documents are complied with, and Project Manager issues his or her certificate to that effect. Within thirty (30) days after the delivery of the Certificate of Acceptance certificate, City shall pay Contractor all remaining funds which Contractor is due under this Agreement.

H. Acceptance of final payment by Contractor shall release City from all further obligations to Contractor, except as to such amounts, if any, Contractor has identified in its application for final payment as claimed by Contractor. All claims not identified in the application for final payment are waived. Any payment, however final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

I. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress,
2. Defective Work,
3. Failure to make payments to subcontractors or suppliers,

4. Reasonable evidence that all Work cannot be completed for the unpaid balance of the Contract Amount,
5. Damage by Contractor or subcontractors or suppliers to property of City or others,
6. Contractor's breach of this Agreement, or
7. Contractor's failure to provide requested documentation.

J. The Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any Subcontractor or supplier to seek payment directly from City.

## **ARTICLE VII CHANGES/CLAIMS**

A. City, without invalidating this Agreement, may at any time and without notice to any surety, order additions to, deletions from, or other changes to the Work. Upon receipt of such an order, in writing, Contractor shall proceed as and when directed in the order. Contractor shall not proceed with any addition, deletion, or other change without a written order. No oral direction or order shall constitute authority for Contractor to proceed with any addition, deletion, or other change. If Contractor undertakes any addition, deletion, or other change without a written order from City, Contractor shall not be entitled to any increase in the Contract Amount or the time for performance of the Work, and Contractor shall be solely and completely responsible for the acceptability to City of the addition, deletion, or other change.

B. If a change to the Work causes a net increase or decrease in the cost of Contractor's performance, the Contract Amount shall be increased or decreased as follows:

1. If the Work is covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by application of such unit prices to the quantities of the items involved; or
2. If the Work involved is not covered by unit prices set forth in Contractor's Bid for Unit Price Contracts, by a lump sum as to which Contractor and City mutually agree prior to the commencement of performance of the change.

C. If a change to the Work causes an increase or decrease in the time required for Contractor's performance, an equitable adjustment to the time for performance shall be made.

D. A change in the Contract Amount or the time for performance of the Work shall be accomplished only by written Change Order, which shall state the increase or decrease, if any, in the Contract Amount or the time for performance. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any such enrichment, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in the time for performance of the Work.

E. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and any and all adjustments to the Contract Amount and time for performance of the Work.

F. If Contractor is delayed or interfered with at any time in the commencement or prosecution of the Work by an act or neglect of City, an employee, officer, or agent of City, or an architect or engineer or separate contractor engaged by or on behalf of City, or by changes ordered in the Work, an act of God, fire, or other cause over which Contractor has no control and that Contractor could not reasonably anticipate, the time for performance of the Work shall be equitably extended, provided that Contractor gives notice as provided for in Paragraph G below.

G. Any claim by Contractor for additional time or money for the performance of the Work, including but not limited to any claim based on or arising out of an addition to, deletion from, or other change to the Work and/or delay to or interference with commencement or prosecution of any of the Work, shall be submitted to City's designated representative within five (5) working days of the beginning of the event for which the claim is made or on which it is based. If any claim is not submitted within the five-day period, it shall be deemed waived.

H. No change or claim, nor any delay or dispute concerning the determination of any increase or decrease in the amount of time and money for the performance of the Work, shall excuse Contractor from proceeding with prosecution of the Work, including any Work as changed.

## **ARTICLE VIII INSURANCE**

A. Contractor shall, at all times during the performance of any of the Work, maintain not less than the following insurance coverage's and amounts:

1. **COMMERCIAL GENERAL LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, against claims for damage to property and/or illness of, injury to, or death of any person or persons related to or arising out of the Work. Such coverage shall name the City, together with its employees and officers, as an additional insured and have not less than the following limits:

- a. Each occurrence \$2,000,000.00

- b. General aggregate \$3,000,000.00
- c. Products/completed operations aggregate \$3,000,000.00
- d. The following coverage shall be included:

- Blanket contractual liability
- Products/completed operations
- Personal/advertising injury
- Broad form property damage
- Independent contractors
- Explosion, Collapse, and Underground Damage

2. **AUTOMOBILE LIABILITY** - Contractor shall provide coverage for Contractor, City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired, and/or non-owned vehicle and shall include protection for any auto, or all owned autos, hired autos, and non-owned autos. The coverage shall have not less than a combined single limit of \$1,000,000.00 for each accident.

3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** - This insurance shall protect Contractor against all claims under applicable state workers' compensation laws. Contractor also shall be protected through employer's liability coverage against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The limits shall not be less than the following:

- |    |                             |                            |
|----|-----------------------------|----------------------------|
| a. | Workers' Compensation       | Statutory                  |
| b. | Employer's Liability:       |                            |
|    | • Bodily injury by accident | \$1,000,000.00             |
|    | • Bodily injury by disease  | \$500,000.00 each employee |

B. All insurance shall be written by an insurer or insurers acceptable to City and with a minimum financial rating not lower than "A-" in Best's Insurance Guide, latest edition. All insurance shall be written on an occurrence basis, and all aggregate limits shall apply in total to the Work only. Each policy providing general liability coverage or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall provide contractual liability coverage for all indemnity obligations of Contractor under the Contract Documents. Each policy providing general liability or automobile liability coverage (including any umbrella or excess policy that provides any required general or automobile liability coverage) shall, in form satisfactory to City, (1) name as additional insured's City, its employees, officers, and agents, and (2) provide that it is primary to any other insurance maintained by any additional insured, which other insurance shall be excess or contingent. The insurance provided to the additional insured's shall apply, without limitation, to injury or damage caused by work included in the products/completed operations hazard.

C. Contractor shall maintain the products and completed operations coverage for not less than one (1) years after the date of final acceptance by City of all of Contractor's Work.

D. Contractor shall obtain property insurance upon the entire Work for the full cost of replacement at the time of loss. This insurance shall list as named insured's City, Contractor, subcontractors, and suppliers. This insurance shall be written as a Builder's Risk/Installation Floater "all risk" or equivalent form to cover all risks of physical loss except those specifically excluded by the policy and shall insure at least against the perils of fire, lightning, explosion, wind storm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind, testing, and collapse. This insurance shall, without limitation, insure portions of the Work stored on or off the Project site or in transit, when at the risk of City, Contractor, or a Subcontractor or supplier. Contractor shall be solely responsible for any deductible amounts. This insurance shall remain in effect until final payment has been made to Contractor or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. City and Contractor waive all rights against each other and their respective employees, agents, contractors, subcontractors, and suppliers for damages caused by risks covered by the property insurance provided for in this Paragraph, except such rights as they may have to the proceeds of the insurance.

E. All policies and certificates of insurance shall provide no less than thirty (30) days' prior written notice to City in the event of cancellation, expiration, non-renewal, alteration, or reduction (including but not limited to reduction by paid claims) of coverage or limits contained in the policy or evidenced by the certificate of insurance. Contractor shall furnish City a certificate or certificates and copies of policies, all satisfactory to City, evidencing that Contractor has all the required insurance and is in compliance with this Article. The certificate or certificates and copies of policies shall be delivered to City's designated representative not less than seven (7) days before Contractor first performs any of the Work. All policies except Workers' Compensation and Employer's Liability shall contain a waiver of subrogation in favor of City, its employees, officers, and agents, and architects, engineers, or other design professionals engaged by or on behalf of City.

F. Contractor also shall maintain any additional insurance coverages and any higher limits provided for elsewhere in the Contract Documents and shall furnish City any additional insurance documentation provided for elsewhere in the Contract Documents.

G. If any part of the Work is subcontracted, each Subcontractor, or Contractor on behalf of the Subcontractor, shall maintain liability and worker's compensation insurance coverages and amounts satisfying all the requirements of this Article. Certificates and copies of policies, satisfactory to City, evidencing the required insurance and compliance with this Article shall be delivered to City's designated representative not less than seven (7) days before the Subcontractor first performs any of the Work.

H. If Contractor is a transient employer as defined in Section 285.230 RSMo, Contractor must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the Director of Revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the Department of

Revenue through the records of the Division of Workers' Compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the Division of Employment Security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo be liable for a penalty of \$500 per day until the notice required by this Paragraph are posted as required by law.

## **ARTICLE IX INDEMNITY**

A. Contractor shall defend, indemnify, and hold harmless City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expenses is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused or allegedly caused by the negligent or willful acts or omissions of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This obligation is not intended to, and shall not, negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person as set forth in this Agreement.

B. In claims against any person or entity indemnified herein by an employee of Contractor, a Subcontractor or supplier, or anyone directly or indirectly employed by them or for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or a Subcontractor or supplier under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE X RESERVED**

## **ARTICLE XI COVENANT AGAINST LOBBYING AND UNDUE INFLUENCE**

A. Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to void this Agreement without

liability and, in its discretion, to deduct from the Contract Amount, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

B. Contractor represents and warrants that no payments have been or shall be made, directly or indirectly, by or on behalf of Contractor to or for the benefit of any officer, employee, or agent of City who may reasonably be expected to influence the decision to requisition issue or take any action with respect to this Agreement.

## **ARTICLE XII RECORDS REGARDING PAYMENT**

For a period of at least two (2) years after final payment to Contractor, Contractor shall maintain, in accordance with generally accepted accounting principles, such records as are necessary to substantiate that all applications for payment hereunder were valid and properly chargeable to City. For lump sum contract Work, the records shall demonstrate that the City was billed at appropriate times for proper percentages of completion and for payments to subcontractors and suppliers. For any Work, including extra Work, not charged on a lump sum basis, the records to be maintained hereunder include but are not limited to all contracts, subcontracts, material bills, correspondence, accounting records, time sheets, payroll records, canceled checks, orders, and invoices pertaining to City's account. City or its representative shall, upon reasonable prior notice to Contractor, be given the opportunity to audit these records at any time during normal business hours to verify the accuracy of Contractor's invoices and charges.

## **ARTICLE XIII NOTICES**

A. Any notice required by the Contract Documents to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other party at City Hall for the City, or the address provided by the Contractor for itself, or delivered in person to said party or their authorized representative.

B. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Agreement and/or the Work.

## **ARTICLE XIV DEFAULT AND TERMINATION**

A. If Contractor fails to comply, becomes unable to comply, or with reasonable probability (as determined solely by City) will become unable to comply with any of Contractor's obligations under the Contract Documents, including but not limited to (1) failure at any time to furnish sufficient labor or supervision, sufficient materials or services (including but not limited to insurance and bonds) complying with the Contract Documents, or sufficient or properly operating tools, equipment, or other items necessary for the performance of the Work, (2) failure in any respect to prosecute the Work with promptness and diligence, (3) causing any

stoppage of, delay in, or interference with any work of City or any others on the Project, (4) abandonment by Contractor of all or any part of the Work, or (5) bankruptcy, insolvency or general assignment for the benefit of creditors by Contractor, Contractor shall be in default, and if the default is not corrected to City's satisfaction within seventy-two (72) hours of delivery of a written notice to Contractor to correct such default, City may, in addition to any other right or remedy City may have, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the City may deem expedient to correct the default, at Contractor's expense. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance due to Contractor, the Contractor will pay the difference to the City.

B. If City exercises its right to take over and complete any part or all of the Work, City and its designees shall have access to and may take possession of Contractor's materials, tools, equipment, and other items at the Project site, en route to the site, or in storage or being manufactured or fabricated away from the site, as may be necessary to prosecute the Work taken over by City, and may employ Contractor's employees or former employees.

C. Contractor shall be liable for and shall pay to City all costs and expenses of whatsoever nature incurred by City as a result of any default by Contractor, including but not limited to the cost of labor, supervision, materials, tools, equipment, services, overhead, travel, and legal and accounting fees. Contractor also shall be liable for and shall pay to City all charges, liabilities, fines, penalties, losses, damages, and claims sustained by or assessed against City as a result of any delay or disruption resulting from any default by Contractor. The total amount of such costs, expenses, charges, liabilities, fines, penalties, losses, damages, and claims may be deducted by City from the amount, if any, otherwise due Contractor, and Contractor shall pay City the full amount of any excess of such total over the amount otherwise due Contractor.

D. No right or remedy conferred upon or reserved to City by the Contract Documents is exclusive of any other right or remedy provided or permitted in the Contract Documents or by law or equity, but each right or remedy is cumulative of every other right or remedy, and every right or remedy may be enforced concurrently or from time to time. No exercise by City of any right or remedy shall relieve Contractor from full and absolute responsibility for all of Contractor's obligations under the Contract Documents.

E. No failure or delay of City to give notice to correct any default of Contractor or to exercise any of City's rights or remedies shall waive or excuse the default, and City shall remain free to pursue all rights and remedies. No failure of City to insist, in any one or more instances, upon the performance of any of Contractor's obligations under the Contract Documents shall be deemed or construed as a waiver or relinquishment of City's right to insist upon strict performance of the obligation in any future instance.

F. If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the Contractor substantially the sum approved by the Project Manager, then the Contractor may after ten (10) days from delivery of written notice to the City terminate the Agreement and recover from the City payment for all work executed.

G. The City, without terminating the service of the Contractor or written notice to the Surety, may withhold, without prejudice to the rights of the City under the terms of the Agreement, or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the City from loss on account of (1) defective work not remedied, (2) claims filed or reasonable evidence indicating probably filing of claims, (3) failure of Contractor to make payments properly to Subcontractors or for material or labor, (4) a reasonable doubt that the Work can be completed for the balance then unpaid, (5) damages to another contractor, or (6) performance of work in violation of the terms of the Contract Documents.

## **ARTICLE XV TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained herein to the contrary, City may, at any time, for any reason, and without Contractor's being in default, terminate Contractor's performance of any part or all of the Work for City's own convenience by giving written notice to Contractor. Upon receipt of notice of termination for City's convenience, Contractor shall, to the extent directed by City, stop work and turn over to City or City's designee materials and equipment purchased for the Work. City shall pay Contractor, in accordance with the Contract Documents, for only so much of the Work as is actually performed as of the termination for convenience. City shall not be obligated to Contractor for any further payment, including but not limited to prospective overhead or profit on unperformed work. If a termination by City of Contractor's right to proceed on the ground of default by Contractor is determined later to have been improper, the termination automatically shall be converted to a termination for City's convenience, and City's obligation to Contractor shall be limited to payment to Contractor as provided in this Article.

## **ARTICLE XVI COMPLIANCE WITH LAWS**

A. Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work. Contractor shall secure all permits from public and private sources necessary for the fulfillment of Contractor's obligations under the Contract Documents.

B. With each Application for Payment submitted by Contractor to City, Contractor shall include (a) a signed statement, in form acceptable to City, showing, for each weekly payroll period that ended during the period covered by the Application for Payment, the name, address, social security number, occupation, and craft of each worker employed by Contractor in connection with the Work and, for each such worker, the number of hours worked each day, the total hours worked during the payroll period, the gross amount earned, an itemization of all deductions, and the net wages paid and (b) a corresponding statement from each Subcontractor of any tier that employed any workers in connection with the Work during the period covered by the Application for Payment.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**ARTICLE XVII  
RESERVED**

**ARTICLE XVIII  
EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

**ARTICLE XIX  
SUBCONTRACTS, ASSIGNMENT, OR TRANSFER**

A. Except with the prior written consent of City, Contractor shall not assign this Agreement or any money due or to become due Contractor or issue a subcontract or purchase order to any person or entity for any or all of the Work. City's consent to any assignment, subcontract, or purchase order shall not relieve Contractor from any obligation under the Contract Documents, nor shall it create any obligation from City to any assignee, subcontractor, or vendor.

B. Each subcontract or purchase order issued by Contractor for any of the Work shall be in writing and shall provide that City is an intended third-party beneficiary of the subcontract or purchase order.

C. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors, and of person either directly or indirectly employed by them, as the Contractor is for the acts and omissions of person directly employed by it.

D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and give the Contractor the same power as regards terminating any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this contract shall create any contractual relation between any Subcontractor and the City.

E. Each subcontract or purchase order issued by Contractor for any of the Work shall provide that it is freely assignable by Contractor to City. Contractor hereby assigns to City all its interest in any present or future subcontract or purchase order issued by Contractor for any or all of the Work. This assignment shall be effective upon acceptance by City in writing and only as to the specific subcontract(s) and/or purchase order(s) that City designates in the writing. This assignment may be accepted by City at any time, whether before or after final payment to Contractor, and may not be withdrawn by Contractor without City's written consent.

**ARTICLE XX  
RESERVED**

**ARTICLE XXI  
ACCESS TO SITE/CLEANING UP**

A. Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, around the site of the Work and all adjacent areas.

B. Representatives of City may inspect or review any Work performed by Contractor, and consult with Contractor, at any time. City's inspections or reviews shall not constitute acceptance or approval of Work unless specifically stated in writing. Contractor shall meet with City at the request of City.

C. Contractor shall at all times, during performance of the Work, keep the Project site clean and free from debris resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Contractor shall make provisions to minimize and confine dust and debris resulting from construction activities. If Contractor fails to comply with cleanup duties within twenty-four (24) hours after written notification from City of non-compliance, City may implement cleanup measures without further notice and deduct the cost from any amounts due or to become due Contractor.

**ARTICLE XXII  
COMPETENCE**

Contractor represents and warrants that it maintains all necessary licenses, registration, competence, and experience to perform all the Work.

**ARTICLE XXIII  
WARRANTY**

A. Contractor shall exercise high professional skill, care, and diligence in the performance of the Work, and shall carry out its responsibilities in accordance with customarily accepted good professional practices. The Contractor warrants and guarantees for one (1) year from the date of completion and acceptance of the work that the completed work is free from all defects due to faulty materials or workmanship. The date of completion for all scopes of work shall be the last date of acceptance of all work in this contract. Contractor shall promptly make such corrections as may be necessary be reason of such defects including the repair of any other damages that were caused by defects in the work, at its own expense. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments or other work that may be necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. In emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs and replacement of defects in the work and damage caused by defects may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. Neither final payment, Final Certificate, nor any other provision in the Contract Documents shall affect Contractor's obligation to complete the Work free of defects in workmanship and material.

B. Contractor shall remain solely responsible for the performance of the Work as required by the Contract Documents, notwithstanding any suggestions or observations made by another person or entity with respect to the Work.

C. This Article does not establish a period of limitation with respect to any obligation of Contractor under the Contract Documents, and does not limit the time allowed by law for any action for breach of such obligation.

#### **ARTICLE XXIV STORAGE OF MATERIALS AND EQUIPMENT**

The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials. Only materials and equipment that are to be used directly in the Work shall be brought to and stored at the Project site by Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, and all other casualty or damage is solely the responsibility of Contractor.

#### **ARTICLE XXV TAXES**

A Missouri Sales Tax Project Exemption Certificate (Missouri Department of Revenue Form 5060) will be provided by the City for the purchase of any materials or personal property incorporated into or consumed in the construction project, pursuant to RSMo 144.062. The Contractor will pay all other sales, consumer, use and other similar taxes required by the State of Missouri or other taxing jurisdiction.

#### **ARTICLE XXVI SAFETY**

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performance of the Work and shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to (1) employees and other persons at the Project site or who may be affected by the Work, (2) materials and equipment stored at on-site or off-site locations for use in performance of the Work, and (3) other property at the Project site or in its vicinity, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall give notices required by and comply strictly with applicable laws, ordinances, rules, regulations, orders, and the like bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protections. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

C. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.

D. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (“OSHA”) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.

E. Contractor shall forfeit to the City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required herein. The penalty described in this Paragraph shall not begin to accrue until the time periods herein have elapsed. Violations of this requirement and imposition of the penalty described in this Paragraph shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

F. If City deems any part of the Work or the Project site unsafe, City, without assuming responsibility for Contractor’s safety program, may require Contractor to stop performance of the Work or take corrective measures satisfactory to City, or both. If Contractor does not adopt corrective measures, City may perform them or have them performed and deduct their cost from the Contract Amount. Contractor shall make no claim for damages, for an increase in the Contract Amount, or for a change in the time for performance of the Work based on Contractor’s compliance with City’s reasonable request.

**ARTICLE XXVII  
AUTHORIZED EMPLOYEES**

Contractor 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. Contractor therefore covenants that it is not knowingly 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 work on the Project, and that its employees are lawfully eligible to work in the United States.

**ARTICLE XXVIII  
INDEPENDENT CONTRACTOR**

Contractor is an independent contractor, and neither Contractor or any Subcontractors, suppliers, employees, or agents shall be deemed an employee or agent of City for any purpose.

**ARTICLE XXIX  
CONFLICT**

Contractor shall promptly upon discovery notify City of any conflict, ambiguity or inconsistency in the Contract Documents, or between any Contract Document and actual field conditions, and City shall resolve such conflict, ambiguity or inconsistency in its sole discretion.

**ARTICLE XXX  
PAYMENT BOND**

Simultaneously with delivery of the executed contract, the Contractor shall furnish a payment bond for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Bond furnished by bidder shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City and shall have a rating of at least "A-" from Best's in an amount equal to one hundred percent (100%) of the contract price that does not include the cost of operation, maintenance and money. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. (Required if costs exceed \$50,000 only.)

**ARTICLE XXXI  
SEVERABILITY**

Should any specific provision of this Agreement or other Contract Documents be found to be unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE XXXII  
NO PRESUMPTION AGAINST THE DRAFTER**

No presumption or inference against the City shall be made because of the City's preparation of this Agreement or other Contract Documents.

**ARTICLE XXXIII  
DISPUTES/ATTORNEY FEES**

In the event of litigation between Contractor and City concerning the Project or this Agreement or other Contract Documents, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and expenses arising from such litigation.

**ARTICLE XXXIV  
TITLES**

The titles given to the Articles in this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. Specifically, but without limitation, the titles shall not define or limit any of the provisions of any of the Articles.

**ARTICLE XXXV  
PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction. All such laws, orders and regulations are applicable to this Project and are made a part hereof by reference.

**ARTICLE XXXVI  
ENTIRE AGREEMENT**

This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to their subject matter. Any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. Subject to Article VII of this Agreement, this Agreement and any other Contract Document may be amended, changed, or supplemented only by written agreement executed by both of the parties.

THIS AGREEMENT shall be binding on the parties only after it has been duly executed by City and Contractor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

**Approved as to form:**

CITY ATTORNEY:

By: \_\_\_\_\_  
City Attorney

**Countersigned by:**

CITY PURCHASING AGENT:

By: \_\_\_\_\_  
Gregory P. Mills  
City Administrator

CITY OF RIVERSIDE

By: \_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SECRETARY, \_\_\_\_\_  
(Name Printed)

## EXHIBIT A – SCOPE OF WORK

### Public Safety and City Hall Buildings

- **Provide a Web-Based Building Automation System Including:**
  - Supervisory Controllers for Web-Based access and other supervisor features such as alarms, trends, graphics, and data management.
  - Control Panels for supervisory controller, transformer, and terminal strips
  
- **Provide DDC Controls for Public Safety Building Roof Top Unit 3 Including:**
  - Programmable Field Controller for RTU Control
  - Reuse of all field devices except for items listed below including
  - Temperature “Probe” Sensors for Return and Discharge Air Temperature
  - Temperature “Averaging” Sensor for Mixed Air Temperature
  - Zone Thermostat with LCD Display, Setpoint Adjust, and Override switch
  
- **Provide DDC Controls for Public Safety Building Roof Top Unit 4 Including:**
  - Programmable Field Controller for RTU Control
  - Reuse of all field devices except for items listed below including
  - Temperature “Probe” Sensors for Return and Discharge Air Temperature
  - Temperature “Averaging” Sensor for Mixed Air Temperature
  - Zone Thermostat with LCD Display, Setpoint Adjust, and Override switch
  
- **Provide DDC Controls for Public Safety Building Make Up Air Unit Including:**
  - Programmable Field Controller for RTU Control
  - Reuse of all field devices except for items listed below including
  - Temperature “Probe” Sensor for Discharge Air Temperature
  - Zone Thermostat with LCD Display, Setpoint Adjust, and Override switch
  - Main Power KW Monitoring
  
- **Provide DDC Controls for Public Safety Buildings Cooling Unit**
  - Reuse of all field devices
  
- **Provide DDC Controls for Public Safety Buildings Exhaust Fans**
  - Reuse of all field devices
  
- **Provide DDC Controls for City Hall Building Roof Top Unit 1 Including:**
  - Programmable Field Controller for RTU Control
  - Reuse of all field devices except for items listed below including
  - Temperature “Probe” Sensors for Return and Discharge Air Temperature
  - Temperature “Averaging” Sensor for Mixed Air Temperature
  
- **Provide DDC Controls for City Hall Building Roof Top Unit 2 Including:**
  - Programmable Field Controller for RTU Control
  - Reuse of all field devices except for items listed below including
  - Temperature “Probe” Sensors for Return and Discharge Air Temperature
  - Temperature “Averaging” Sensor for Mixed Air Temperature

- **Provide DDC Controls for FPB VAV Boxes with Hot Water Reheat (total of 36) Including:**
  - Programmable Field Controllers including:
    - Integrated Actuator
    - Intergrated Differential Pressure Transmitter
  - Reuse of all field devices except for items listed below including
  - Zone Thermostats with LCD Display, Setpoint Adjust, and Override switch
  - Temperature “Probe” Sensors for Discharge Air
  
- **Provide DDC Controls for Miscellaneous Control Including:**
  - Temperature “Exterior” Sensor for Outdoor Air
  - Humidity “Exterior” Sensor for Outdoor Air

**\*New system must match and integrate with newly upgraded existing RTU controls and server platform in place. Johnson Controls Facility Explorer.**

RIVERSIDE CITY HALL – PUBLIC SAFETY HVAC  
CONTROLS UPGRADE

**BID FORM**

Bid: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

Dated on \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

(SEAL) \_\_\_\_\_ / \_\_\_\_\_  
Attested Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**AFFIDAVIT for WORK AUTHORIZATION**

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,

- (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
- (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

State of \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss:

**BEFORE ME**, the undersigned notary, personally appeared \_\_\_\_\_, who, being duly sworn, states on his/her oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “Contractor”), whose business address is \_\_\_\_\_, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Riverside: Riverside City Hall – Public Safety HVAC Controls Upgrade Project.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

\_\_\_\_\_  
Signature of Affiant  
Printed Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

\_\_\_\_\_  
Notary Public

*\*PLEASE NOTE:* Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding: (1) a valid, completed copy of the first page identifying the Contractor; and (2) a valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security – Verification.



NOTICE TO PROCEED

DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_  
ORDINANCE / RESOLUTION: \_\_\_\_\_ (approved  
\_\_\_\_\_)

TO: Contractor: \_\_\_\_\_  
(address) \_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence work on or after the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ in accordance with the Agreement dated \_\_\_\_\_.

The work shall be substantially completed within \_\_\_\_\_ Calendar Days. The date of  
substantial completion is \_\_\_\_\_. The project shall be completed and ready for  
final payment by \_\_\_\_\_.

**CITY OF RIVERSIDE** (Owner)

BY: \_\_\_\_\_  
Greg Mills, City Administrator

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF RIVERSIDE, MISSOURI**  
**INFORMATION FOR BIDDERS**

**INVITATION TO BID**

**RIVERSIDE CITY HALL – PUBLIC SAFETY HVAC**  
**CONTROLS UPGRADE**

City of Riverside, Missouri  
August 23, 2016

**CITY OF RIVERSIDE, MISSOURI  
ADVERTISEMENT FOR BIDS**

Sealed bids for the City Hall –Public Safety HVAC Controls Upgrade Project will be received by the City Clerk at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri until **10:00 a.m., on August 23, 2016**, and then publicly opened and read aloud at Riverside City Hall.

Bid and Contract Documents may be obtained at Riverside City Hall, or on the City of Riverside's website, [www.riversidemo.com](http://www.riversidemo.com). The City reserves the right to waive any informality or to reject any or all bids.

## **CITY OF RIVERSIDE, MISSOURI** **INFORMATION FOR BIDDERS**

The City of Riverside, Missouri (the "City") invites sealed bids for the

### **HVAC CONTROLS UPGRADE PROJECT**

**Mandatory Pre-Bid Meeting Required to Participate.** Pre-bid meeting will begin at 10:00 a.m. on August 9, 2016 at City Hall BOA Chamber. Contractors shall register between 10:00 a.m. and 10:15 a.m. prior to walk thru of project. **No exceptions.**

**1. Receipt and Opening of Bids.** Bids will be received at the office of the City Clerk, Riverside City Hall, 2950 NW Vivion Road, Riverside, MO 64150, until **10:00 a.m., on August 23, 2016**, at which time all sealed bids will be publicly opened and read. The envelope containing the bids must be sealed, clearly marked on the outside of the envelope "**RIVERSIDE CITY HALL –PUBLIC SAFETY HVAC CONTROLS UPGRADE**" and addressed to the City Clerk at Riverside City Hall.

The City reserves the right to award the contract by sections, to accept or reject any and all bids, to waive any technicalities or irregularities therein, to negotiate further with the selected bidder, to determine in its sole discretion the lowest responsive and responsible bidder, and to award the contract on such basis. Any bid may be withdrawn at the request of the bidder for return of the bid packet submitted by filing a written request with the City Clerk prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof without forfeiture of the Bid Security, if applicable.

**2. Rejection of all Bids.** If the City rejects all Bids, the City may: (1) re-advertise or re-solicit Bids following the City's normal bidding procedure; or (2) use an expedited Bid submission schedule when the City determines that the delay would not be in the best interest of the project or the City.

BIDDER AGREES THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF THE CITY BECAUSE OF SUCH REJECTION, AND THE SUBMISSION OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

**3. Preparation and Submission of Bid.** Each bid must be submitted on the prescribed form(s) and accompanied by an Affidavit of Work Authorization. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. On alternate items for which a bid is not submitted, a written indication of "no bid" on the bid form is required. No oral, electronic, facsimile or telephonic bids or alterations will be considered.

CONTRACTORS SHOULD READ AND BE FULLY FAMILIAR WITH ALL BIDDING AND CONTRACT DOCUMENTS BEFORE SUBMITTING A BID. IN SUBMITTING A BID, THE BIDDER WARRANTS THAT IT HAS READ THE BIDDING AND CONTRACT DOCUMENTS AND IS FULLY FAMILIAR THEREWITH, THAT CONTRACTOR HAS VISITED THE SITE OF THE WORK TO FULLY INFORM ITSELF AS TO ALL EXISTING CONDITIONS AND LIMITATIONS, AND CONTRACTOR HAS INCLUDED IN THE BID A SUM TO COVER THE COST OF ALL ITEMS OF THE WORK.

The submission of a bid will constitute an incontrovertible representation by the bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

Bids by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

Bids by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**4. Addenda and Interpretations:** No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to: Public Works Director, City of Riverside: Tom Wooddell; 816-741-3908; [twooddell@riversidemo.com](mailto:twooddell@riversidemo.com); and to be given consideration must be received at least five (5) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be available on the City's website. No one is authorized to make any clarifications, interpretations or modifications or give any instructions to the bidders during the bidding period except as described in this section.

**5. Substitute Material and Equipment:** The contract, if awarded, will be on the basis of material and equipment described or specified in the specifications without consideration of possible substitute of "or-equal" items. Whenever it is specified in the specifications that a substitute "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to City, application for such acceptance will not be considered by City until after the "effective date of the Agreement".

**6. Subcontracts:** The bidder shall submit to City with the Bid a list of all proposed sub-contractors to be used on the project. The list shall indicate those portions of the work each sub-contractor will be performing. The Contractor shall also submit a list of suppliers of major materials to be used on the project. The list shall indicate which materials each supplier is furnishing.

The Bidder must be capable of demonstrating to the satisfaction of City that bidder has the capability at the time of submission of the bid to manage or perform all of the Work required to be performed on the project by Contractor under the Agreement.

**7. Qualifications of Bidder:** The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. At a minimum, each Bidder must submit the following information with the Bid:

**Authority to Do Business in Missouri.** Each bid must contain evidence of bidder's qualification and good standing to do business in the State of Missouri or covenant to obtain such qualification prior to award of the contract.

**Statement of Assurances.** Provide affirmation of the following items:

- Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments

- Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement or other such programs by federal state or local entities.
- Statement of Bidder's litigation and/or arbitration history over the past three (3) years including final ruling. Pending cases must be disclosed with a notation that the matter is still unresolved.
- Provide sworn affidavits as outlined in the Information to Bidders' concerning Bidder's participation in the federal work authorization program.
- Statement that there is no collusion or fraud with reference to illegal relationships of bidders and representatives of the City, bid pooling or straw bids
- Submit references of three similar recent HVAC control upgrade projects including owner contact information.

**8. Time of Completion and Liquidated Damages:** Bidder must agree to commence work on or before a date to be specified in a written "**Notice to Proceed**" of the City and to fully complete the project within **14 consecutive Calendar Days thereafter**. The bidder agrees that, should the bidder fail to complete the work in the time specified, the amount of liquidated damages shall be \$100.00 per day.

**9. Conditions of Work:** Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

**10. Laws and Regulations:** The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

**11. Method of Award - Lowest Responsible Bidder:** The contract will be awarded to the "lowest responsible bidder".

If this solicitation includes Bid Alternates, the City, in its sole discretion, may include any, all or none of the Alternates in determining the lowest responsible Bid. The City may include the Alternates in any combination and in any order or priority as deemed in the best interest of the City. The City may make this determination at any time after bid closing and prior to contract award. The City will act in the best interest of the City in determining whether to include any, all or none of the Alternates and the combination and priority of any Alternates selected. If additional funding becomes available after Contract award, the City may add any or all of the Alternates to the Agreement by Change Order.

The City may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for portions of the work. The City prefers a bidder operating within the KC metro area.

**12. Obligation of Bidder:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the bid submitted. On request, City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his bid.

**13. Federal Work Authorization Program Participation:** Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. The affidavit shall further provide that the successful bidder does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

**14. Proof of Lawful Presence:** RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.

**15. Payment Bond:** Simultaneously with delivery of the executed contract, the Contractor shall furnish a payment bond for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Bond furnished by bidder shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City and shall have a rating of at least "A-" from Best's in an amount equal to one hundred percent (100%) of the contract price that does not include the cost of operation, maintenance and money. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. (Required if costs exceed \$50,000 only.)

**16. American Products:** Pursuant to RSMo 34.353, any manufactured good or commodities used or supplied in the performance of the contract (or subcontract) shall be manufactured or produced in the United States, unless determined to be exempt as provided in state law.

**17. Transient Employers:** Pursuant to RSMo 285.230, every transient employer (employer not domiciled in Missouri) must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: 1) Notice of registration for employer withholding issued by the Missouri Director of Revenue, 2) Proof of coverage for workers' compensation insurance or self-insurance verified by the Missouri Department of Revenue through the records of the Division of Workers Compensation; and 3) Notice of registration for unemployment insurance issued to such employer by the Division of Employment Security. Contractor shall be liable for a penalty of \$500.00 per day until such notices required by RSMo 285.230 et seq. are posted.

**18. Current City Business License:** The successful bidder, and all subcontractors, shall obtain a current city business license prior to beginning construction.

**19. Sales Tax Exemption Certificate:** The City will supply the Contractor with a Project Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing its bid, omit from its computed costs all sales and use taxes related to the purchase of materials or other tangible personal property incorporated into or consumed in the construction of the Project.

**20. Non Discrimination and Equal Opportunity:** Contractor shall ensure that all employees are treated equally without regard to their race, color, religion, sex, age, handicap or national origin.

**21. Insurance:** Contractor shall provide certificate of insurance evidencing general commercial insurance coverage in an amount not less than \$1,000,000, as well as workers' compensation in amount not less than the statutory amount.

**22. Signing of Agreement:** When City gives a Notice of Award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other Contract Documents. Within twenty (20) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to City with all other Contract Documents attached and signed as required, together with the required bonds, evidence of insurance, city licenses and work authorization affidavit and documentation. Within ten (10) days thereafter City will deliver all fully signed counterparts to Contractor. The City may issue a Notice to Proceed with or at any time after delivery of signed counterparts to Contractor.

## EXHIBIT A – SCOPE OF WORK/SPECIFICATIONS

### Public Safety and City Hall Buildings

- **Provide a Web-Based Building Automation System Including:**
  - Supervisory Controllers for Web-Based access and other supervisor features such as alarms, trends, graphics, and data management.
  - Control Panels for supervisory controller, transformer, and terminal strips
  
- **Provide DDC Controls for Public Safety Building Roof Top Unit 3 Including:**
  - Programmable Field Controller for RTU Control
  - Reuse of all field devices except for items listed below including
  - Temperature “Probe” Sensors for Return and Discharge Air Temperature
  - Temperature “Averaging” Sensor for Mixed Air Temperature
  - Zone Thermostat with LCD Display, Setpoint Adjust, and Override switch
  
- **Provide DDC Controls for Public Safety Building Roof Top Unit 4 Including:**
  - Programmable Field Controller for RTU Control
  - Reuse of all field devices except for items listed below including
  - Temperature “Probe” Sensors for Return and Discharge Air Temperature
  - Temperature “Averaging” Sensor for Mixed Air Temperature
  - Zone Thermostat with LCD Display, Setpoint Adjust, and Override switch
  
- **Provide DDC Controls for Public Safety Building Make Up Air Unit Including:**
  - Programmable Field Controller for RTU Control
  - Reuse of all field devices except for items listed below including
  - Temperature “Probe” Sensor for Discharge Air Temperature
  - Zone Thermostat with LCD Display, Setpoint Adjust, and Override switch
  - Main Power KW Monitoring
  
- **Provide DDC Controls for Public Safety Buildings Cooling Unit**
  - Reuse of all field devices
  
- **Provide DDC Controls for Public Safety Buildings Exhaust Fans**
  - Reuse of all field devices

- **Provide DDC Controls for City Hall Building Roof Top Unit 1 Including:**
  - Programmable Field Controller for RTU Control
  - Reuse of all field devices except for items listed below including
  - Temperature “Probe” Sensors for Return and Discharge Air Temperature
  - Temperature “Averaging” Sensor for Mixed Air Temperature
  
- **Provide DDC Controls for City Hall Building Roof Top Unit 2 Including:**
  - Programmable Field Controller for RTU Control
  - Reuse of all field devices except for items listed below including
  - Temperature “Probe” Sensors for Return and Discharge Air Temperature
  - Temperature “Averaging” Sensor for Mixed Air Temperature
  
- **Provide DDC Controls for FPB VAV Boxes with Hot Water Reheat (total of 36) Including:**
  - Programmable Field Controllers including:
    - Integrated Actuator
    - Intergraded Differential Pressure Transmitter
  - Reuse of all field devices except for items listed below including
  - Zone Thermostats with LCD Display, Setpoint Adjust, and Override switch
  - Temperature “Probe” Sensors for Discharge Air
  
- **Provide DDC Controls for Miscellaneous Control Including:**
  - Temperature “Exterior” Sensor for Outdoor Air
  - Humidity “Exterior” Sensor for Outdoor Air

**\*New system must match and integrate with newly upgraded existing RTU controls and server platform in place. Johnson Controls Facility Explorer.**

RIVERSIDE CITY HALL – PUBLIC SAFETY HVAC  
CONTROLS UPGRADE

**BID FORM**

Bid: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

Dated on \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

(SEAL) \_\_\_\_\_ / \_\_\_\_\_  
Attested Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**A RESOLUTION REAPPOINTING MIKE LOMBARDO 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 Lombardo was originally appointed to the Planning & Zoning Commission in April 2012 and has served continuously since then, including a most recent 4 year term expiring May 2016, or until a successor was duly appointed; and

**WHEREAS**, the Mayor recommends the re-appointment of Mike Lombardo to a full 4 year term, expiring in May 2020, 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 Lombardo, Ward III, 4534 NW Verona, 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 2020, 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 September, 2016.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



2950 NW Vivion Road  
Riverside, Missouri 64150

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**AGENDA DATE:** September 06, 2016  
**TO:** Mayor and Board of Aldermen  
**FROM:** City Attorney  
**RE:** Levee District Annual Meeting

**BACKGROUND:** The Riverside-Quindaro Bend Levee District of Platte County, Missouri ("Levee District") is operated by a five member Board of Supervisors who serve five-year staggered terms (meaning one Supervisor is elected each year to serve a five-year term). In accordance with Chapter 245 of the Revised Statutes of Missouri, the Board of Supervisors of the Levee District is required to call a meeting of the owners of land within the boundaries of the District during the month of October for the purpose of electing a Supervisor to replace the Supervisor whose term is expiring that year.

As a landowner, the City has a right to vote at the annual meeting; however, it is necessary to designate an official representative to exercise the City's voting rights. Consistent with past practice, a Resolution is on the Board of Aldermen agenda to designate Alderman Ron Super to serve as the City's voting proxy.

**RESOLUTION NO. R-2016-062**

**A RESOLUTION GRANTING AND APPROVING THE EXECUTION OF A PROXY FOR THE ANNUAL MEETING OF LANDOWNERS OF RIVERSIDE-QUINDARO BEND LEVEE DISTRICT; DIRECTING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI TO EXECUTE A PROXY RELATED THERETO, AND AUTHORIZING SUCH OTHER RELATED DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Riverside, Missouri owns real property located within the Riverside-Quindaro Bend Levee District of Platte County, Missouri (“Levee District”); and

**WHEREAS**, the Levee District holds an annual meeting each year at which landowners are entitled to vote to elect Supervisors; and

**WHEREAS**, the City desires to grant a proxy for its voting rights at the 2016 annual meeting;

**WHEREAS**, The Industrial Development Authority of the City of Riverside, Missouri (the “Authority”), at the request of the City, issued its Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project – City of Riverside, Missouri), Series 2007 in the principal amount of \$40,265,000 (the “Bonds”) and the City transferred certain property to the Authority in connection therewith (the “Mortgaged Property”); and

**WHEREAS**, the City desires to provide direction to the Authority with respect to granting a proxy for the voting rights associated with the Mortgaged Property at the 2016 annual meeting;

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

**THAT** Alderman Ron Super is hereby designated and shall act as the City of Riverside Proxy for the 2016 Levee District annual meeting of the landowners;

**FURTHER THAT** the Proxy for Annual Meeting of Landowners of Riverside-Quindaro Bend Levee District of Platte County, Missouri, in substantially the form attached, is approved and authorized, and the Mayor and City Clerk are authorized and directed to execute such Proxy;

**FURTHER THAT** with respect to the Mortgaged Property, the Authority is hereby directed to grant a proxy, in a form similar to the proxy attached hereto, to City of Riverside Alderman Ron Super to act for the Authority at the 2016 Levee District annual meeting of the landowners;

**FURTHER THAT** the officers and agents of the City are hereby authorized to execute and deliver such documents and perform all actions necessary or desirable to effectuate the intent of this Resolution and Interim Alderman Ron Super shall have full power of substitution under such proxy.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

**PROXY FOR ANNUAL MEETING OF LANDOWNERS  
OF RIVERSIDE-QUINDARO BEND LEVEE DISTRICT  
OF PLATTE COUNTY, MISSOURI**

KNOW ALL MEN BY THESE PRESENTS THAT the City of Riverside, Missouri (the "City") being an owner of real estate and other property, situate in the Riverside-Quindaro Bend Levee District of Platte County, Missouri (the "Levee District"), being entitled to votes at the annual meeting of landowners of the Levee District to be held on October 12<sup>TH</sup>, 2016 at 12:00 pm, in Riverside, Missouri does hereby constitute and appoint Alderman Ron Super with full power of substitution, the proxy of the City to represent and vote all votes to which the City is entitled at such meeting on the election of one or more supervisor(s) to the Board of Supervisors of the Levee District and any other business as may properly come before said annual meeting or any adjournment thereof and the City hereby revokes any authorization to vote at said meeting heretofore given by the City to anyone.

IN WITNESS WHEREOF, the City, by and through its authorized official, has executed this Proxy this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

THE CITY OF RIVERSIDE, MISSOURI

By: \_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

**RESOLUTION NO. R-2016-063**

**A RESOLUTION DIRECTING THE AMENDMENT AND RESTATEMENT OF HORIZONS BUSINESS PARK ASSOCIATION INC.'S ARTICLES OF INCORPORATION**

**WHEREAS**, on May 3, 2016, the City of Riverside passed and adopted Resolution R-2016-016 directing the Incorporation of the Horizons Business Park Association and appointing the initial members of the Board of Directors of said Association; and

**WHEREAS**, on May 6, 2016, Horizons Business Park Association, Inc. was incorporated and the Articles of Incorporation are attached hereto as **Exhibit A** and the Certificate of Incorporation issued by the Missouri Secretary of State is attached hereto as **Exhibit B**; and

**WHEREAS**, Article VI of the Articles of Incorporation provides that the Corporation shall establish membership interests of the Association as set forth in the Declaration. After the date that eighty (80%) percent of the Parcels in the Development Plan (as is exists from time to time) have been sold to Owners, each Member shall have one voting membership interest; and

**WHEREAS**, Article IX of the Articles of Incorporation provide the pursuant to the Declaration and notwithstanding anything in these Articles of the Bylaws of the Corporation seemingly to the contrary, the City of Riverside, Missouri (the "City") and/or The Industrial Development Authority of the City of Riverside, Missouri (the "IDA") shall have absolute and exclusive control over the Association, including appointment and removal of members of the board of directors and any and all officers of the Association, until eighty percent (80%) of the Parcels in the Development Plan (as it exists from time to time) have been sold to Owners. Until such time, only the City and/or the IDA shall be entitled to exercise any and all powers of the Association. The City and/or the IDA's exercise of control over the Association pursuant to this Article VII of these Articles shall in no way obviate any Owner's obligations under the Declaration, including, without limitation, the payment of any Assessments; and

**WHEREAS**, eighty percent (80%) of the parcels in the Development Plan (as it exists from time to time) have not been sold to Owners; and

**WHEREAS**, Owners have no voting membership interest; and

**WHEREAS**, the City shall exercise control over the Corporation; and

**WHEREAS**, Articles VII and X of the Articles of Incorporation indicates that the Corporation is organized for civic or professional, commercial, industrial or trade association purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

**WHEREAS**, Section 501(c)(3) of the Internal Revenue Code relates to charitable, religious, educational and scientific purposes, and the Corporation is not formed for any of those purposes; and

**WHEREAS**, the Articles of Incorporation need to be Amended and Restated to correctly state the Corporation's purpose.

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

**THAT** the Board of Directors of the Horizons Business Park Association ("Board") are hereby directed and authorized to execute, deliver and file said Amended and Restated Articles of Incorporation, attached hereto as **Exhibit C** and incorporated herein, with the Secretary of State of the State of Missouri and the Mayor, the City Administrator, the Special City Attorney, and other appropriate City and Board officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with this Ordinance and to execute deliver and file for and on behalf of the City and the Horizons Business Park Association, the attached Amended and Restated Articles of Incorporation ("Exhibit A") substantially in the same form as herein authorized and to execute such additional documents and take such actions as are necessary or desirable to effectuate the intent of this Resolution.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 6<sup>th</sup> day of September, 2016.

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Mayor Kathleen L. Rose

Attest:

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Robin Kincaid, City Clerk

Approved as to form:

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Spencer Fane LLP  
Special Counsel to the City  
by Joe Bednar

ARTICLES OF INCORPORATION Missouri Secretary of State  
of  
HORIZONS BUSINESS PARK ASSOCIATION, INC.  
(a Nonprofit Corporation)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under the Missouri Nonprofit Corporation Act, adopt the following Articles of Incorporation:

**ARTICLE I - NAME**

The name of the corporation is: Horizons Business Park Association, Inc.

**ARTICLE II - BENEFIT**

This corporation is a Mutual Benefit Corporation.

**ARTICLE III - DURATION**

The period of duration of this corporation is perpetual.

**ARTICLE IV - REGISTERED OFFICE AND AGENT**

The address of the Corporation's initial registered office in the State of Missouri is 1000 Walnut Street, Suite 1400, Kansas City, MO 64106, and the name of its initial registered agent at such address is Spenserv, Inc.

**ARTICLE V - INCORPORATOR**

The name and mailing address of the incorporator is as follows: Joseph P. Bednar, Jr., c/o Spencer Fane LLP, 304 East High Street, Jefferson City MO 65101.

**ARTICLE VI - MEMBERS AND MEMBERSHIP INTERESTS**

The Corporation shall establish membership interests of the Association as set forth in the Declaration. After the date that eighty (80%) percent of the Parcels in the Development Plan (as it exists from time to time) have been sold to Owners, each Member shall have one voting membership interest.



## **ARTICLE VII - DISSOLUTION**

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or the such organization or organizations organized and the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determining. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## **ARTICLE VIII - DEFINITIONS**

The capitalized words and terms used but not otherwise defined in these Articles shall be deemed to have the same meanings as are given to those words and terms in the Declaration. The term "Corporation" has used in these Articles shall refer to the "Association" described in the Declaration.

## **ARTICLE IX - CONTROL**

Pursuant to the Declaration and notwithstanding anything in these Articles or the Bylaws of the Corporation seemingly to the contrary, the City of Riverside, Missouri (the "City") and/or The Industrial Development Authority of the City of Riverside, Missouri (the "IDA") shall have absolute and exclusive control over the Association, including appointment and removal of members of the board of directors and any and all officers of the Association, until eighty percent (80%) of the Parcels in the Development Plan (as it exists from time to time) have been sold to Owners. Until such time, only the City and/or the IDA shall be entitled to exercise any and all powers of the Association. The City and/or the IDA's exercise of control over the Association pursuant to this Article VII of these Articles shall in no way obviate any Owner's obligations under the Declaration, including, without limitation, the payment of any Assessments.

## **ARTICLE X - PURPOSES**

The corporation is organized exclusively for civic or professional, commercial, industrial or trade association purposes within the meaning of Section 501(c)(3) of the Internal Revenue code. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation,



# STATE OF MISSOURI



**Jason Kander**  
**Secretary of State**

## CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

*Horizons Business Park Association, Inc.*  
*N000701812*

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, JASON KANDER, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 6th day of May, 2016.

  
Secretary of State



**AMENDED AND RESTATED ARTICLES OF INCORPORATION**  
**of**  
**HORIZONS BUSINESS PARK ASSOCIATION, INC.**  
**(a nonprofit corporation)**

Pursuant to the provisions of the Missouri Nonprofit Corporation Act, the Corporation certifies the following:

1. The name of the Corporation is Horizons Business Park Association, Inc.
2. These Amended and Restated Articles of Incorporation contain amendments to the Articles requiring approval by the Members.
3. The number of Members outstanding (all of the same class) is \_\_\_\_, of which \_\_\_\_ voted against these Amended and Restated Articles and \_\_\_\_ voted in favor, which was sufficient for approval.
4. These Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation.
5. The Articles of Incorporation are amended and restated in their entirety to read as set forth below:

**ARTICLE I - NAME**

The name of the corporation (the “Corporation”) is: Horizons Business Park Association, Inc.

**ARTICLE II - BENEFIT**

The Corporation is a mutual benefit corporation.

**ARTICLE III - DURATION**

The period of duration of the Corporation is perpetual.

**ARTICLE IV – REGISTERED OFFICE AND AGENT**

The address of the Corporation’s initial registered office in the State of Missouri is 1000 Walnut Street, Suite 1400, Kansas City, MO 64106, and the name of its initial registered agent at such address is Spenserv, Inc.

## **ARTICLE V - INCORPORATOR**

The name and mailing address of the incorporator is as follows: Joseph P. Bednar, Jr., c/o Spencer Fane LLP, 304 East High Street, Jefferson City MO 65101.

## **ARTICLE VI – MEMBERS AND MEMBERSHIP INTERESTS**

The Corporation shall have members as set forth in the Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Horizons Business Park/Planned Development District dated February 13, 2012, and recorded with the Platte County Recorder of Deeds on March 9, 2012, as Instrument No. 2012003468, and recorded in Book 1187, at Page 286 (as the same may be amended from time to time, the “Declaration”).

## **ARTICLE VII - DISSOLUTION**

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation in such manner and to such persons as authorized under the Missouri Nonprofit Corporation Act (the “Act”). Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is then located, exclusively for charitable, educational, religious or scientific purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## **ARTICLE VIII - DEFINITIONS**

The capitalized words and terms used but not otherwise defined in these Articles shall be deemed to have the same meanings as are given to those words and terms in the Declaration. The term “Corporation” has used in these Articles shall refer to the “Association” described in the Declaration.

## **ARTICLE IX - CONTROL**

Pursuant to the Declaration and notwithstanding anything in these Articles or the Bylaws of the Corporation seemingly to the contrary, the City of Riverside, Missouri (the “City”) and/or The Industrial Development Authority of the City of Riverside, Missouri (the “IDA”) shall have absolute and exclusive control over the Association, including appointment and removal of Members of the Association Board and any and all officers of the Association, until eighty

percent (80%) of the Parcels in the Development Plan (as it exists from time to time) have been sold to Owners. Until such time, only the City and/or the IDA shall be entitled to exercise any and all powers of the Association. The City and/or the IDA's exercise of control over the Association pursuant to this Article VII of these Articles shall in no way obviate any Owner's obligations under the Declaration, including, without limitation, the payment of any Assessments.

### **ARTICLE X - PURPOSES**

The Corporation is organized to provide for the preservation of the values and amenities in the business park described in the Declaration, for the maintenance of the common use areas, the enforcement of the covenants and restrictions, and the collection and disbursing of assessments and charges, all as provided in the Declaration. The Corporation will have such rights, power and duties as set forth in the Act, these Articles, and the Declaration and may do any and all acts and things which may be useful, necessary, suitable, desirable or proper for the furtherance, accomplishment or obtainment of any or all of the purposes of the Corporation, all on a not-for-profit basis.

### **ARTICLE X**

The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated.

In Affirmation thereof (the facts above are true and correct), these Amended and Restated Articles of Incorporation have been signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

Horizons Business Park Association, Inc.

By: \_\_\_\_\_  
Pamela Darata, President

**AN ORDINANCE AUTHORIZING THE CITY OF RIVERSIDE MISSOURI TO ENTER INTO A FUNDING AGREEMENT WITH THE HORIZONS BUSINESS PARK ASSOCIATION IN AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS**

**WHEREAS**, the Industrial Development Authority of the City of Riverside, Missouri (“IDA”) and the City of Riverside, Missouri (“City”) have provided for the preservation of the values and amenities in the East Side Business Park and for the maintenance of common use areas, and the IDA, the City and the Developer agreed, the Property shall be held, sold, used and conveyed subject to the Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens (the “Declaration”), that was approved by the IDA pursuant to Resolution No. 2012-005 and by the City pursuant to Resolution No. R-2012-023, on February 13, 2012; and

**WHEREAS**, pursuant to the Declaration, the City directed the incorporation of Horizons Business Park Association (“Association”) under the laws of the State of Missouri, as a not-for-profit corporation for the purpose of exercising the functions described in the Declaration; and

**WHEREAS**, the Declaration provides that each Owner of a parcel of land within the East Side Business Park shall be a member of the Association; and

**WHEREAS**, pursuant to the Declaration, the IDA and the City have absolute and exclusive control over the Association, including appointment and removal of all Association board members and any and all officers of the Association, until eighty percent (80%) of the parcels in the Development Plan (as Development Plan is defined in the Declaration and as it exists from time to time) have been sold; and

**WHEREAS**, less than eighty percent (80%) of the parcels in the Development Plan have been sold; and

**WHEREAS**, a board of directors (the “Board”) has been established to supervise, control, direct and manage the property, affairs and activities of the Association; and

**WHEREAS**, Articles of Incorporation for the Association (“Articles”) have been filed with, and certified by, the Secretary of State of the State of Missouri; and

**WHEREAS**, the Association will incur start up costs prior to the levying of assessments in November of 2016 and the collection of said assessments in December 2016; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City for the Board to approve the City to enter into a Funding Agreement, attached hereto as Exhibit A, and incorporated herein.

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

**SECTION 1. APPROVAL OF THE FUNDING AGREEMENT.** The Funding Agreement ("Agreement"), attached hereto as Exhibit A and incorporated herein, is hereby approved.

**SECTION 2. AUTHORITY GRANTED.** The Board of Directors of the Horizons Business Park Association ("Board") are hereby directed and authorized to execute the attached Funding Agreement and the Mayor, the City Administrator, the Special City Attorney, and other appropriate City and Board officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with this Ordinance and to execute the attached Funding Agreement, ("Exhibit A") substantially in the same form as herein authorized.

**SECTION 3. SEVERABILITY CLAUSE.** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and APPROVED by the Mayor of the City of Riverside Missouri this 6<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST: \_\_\_\_\_  
Robin Kincaid, City Clerk

Approved as to form:

\_\_\_\_\_  
Joe Bednar, Special Counsel to the City

EXHIBIT A  
FUNDING AGREEMENT

(remainder of page intentionally left blank)

**AN ORDINANCE APPROVING SEEDING PLANS AND SPECIFICATIONS FOR THE PHASE I INFRASTRUCTURE IMPROVEMENTS WITHIN THE HORIZONS EAST SITE**

**WHEREAS**, Briarcliff Realty, LLC, a Missouri limited liability company, and the City of Riverside, Missouri (the "City") entered into that certain Master Development Agreement dated as of May 10, 2011 (the "MDA") which provides for, among other items, the construction of Infrastructure Improvements on the Briarcliff Horizons Site (as such terms are defined in the MDA); and

**WHEREAS**, Briarcliff Realty, LLC assigned its rights and obligations under the MDA, but not its rights and obligations under the MDA First Amendment, to Briarcliff Horizons, LLC, an affiliated entity of Briarcliff Realty, LLC, pursuant to Section 12.5(b) of the MDA; and

**WHEREAS**, on or about February 13, 2012, Briarcliff Horizons, LLC filed articles of amendment with the Missouri Secretary of State changing its name to Riverside Horizons, LLC; and

**WHEREAS**, on or around August 2012, Riverside Horizons, LLC, assigned all of its duties and obligations under the MDA to construct and complete the public infrastructure and other public improvements as set forth in the MDA, to Northpoint Development, LLC ("Developer"), pursuant to Section 12.5(b) of the MDA; and

**WHEREAS**, MDA Section 5.2 requires the Developer to provide the City with Construction Plans for the Infrastructure Improvements for each Infrastructure Phase and provides that such Construction Plans are subject to approval by the City and appropriate Governmental Authorities; and

**WHEREAS**, the City wishes to approve the detailed seeding plans and specifications for the Phase I Infrastructure Improvements attached hereto as **Exhibit A** and incorporated herein (the "Seeding Plans and Specifications"); and

**WHEREAS**, the Board of Aldermen find it to be in the best interests of the City in order to further the objectives of industrial and economic development of the City, and the terms and conditions of the MDA, as well as in furtherance of the objective to protect the health, safety, and welfare of the businesses and citizens of the City, to approve the Seeding Plans and Specifications.

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

**Section 1. SEEDING PLANS AND SPECIFICATIONS APPROVED.** In order to further the objectives of industrial and economic development of the City, and the terms and conditions of the MDA, as well as in furtherance of the objective to protect the health, safety, and welfare of the businesses and citizens of the City, the Seeding Plans and Specifications attached hereto as **Exhibit A** and incorporated herein are hereby approved.

**Section 2. AUTHORITY GRANTED.** The Mayor, the City Administrator, Special Counsel to the City and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of

this Ordinance 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.

**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 6<sup>th</sup> day of September, 2016.

---

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**

**SEEDING PLANS AND SPECIFICATIONS**

# HORIZONS EAST SEEDING PLAN SHEET

BASE BID SQUARE FEET
144,188
29,637
65,900
21,800
50,800
145,600
<b>Total: 457,925 SF</b>
<b>10.51 AC</b>

ALTERNATE #1 SQUARE FEET
28,058
53,867
24,018
25,675
59,261
27,787
26,287
<b>Total: 244,953 SF</b>
<b>5.62 AC</b>

NOTE:  
ALL UTILITIES  
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### KEYNOTE

NOTE:  
THESE PLANS  
REF. HORIZONS  
INFORMATION.

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B RETAINING  
C RETAINING  
D RETAINING  
E RETAINING  
F RETAINING  
G RETAINING

### STACKING

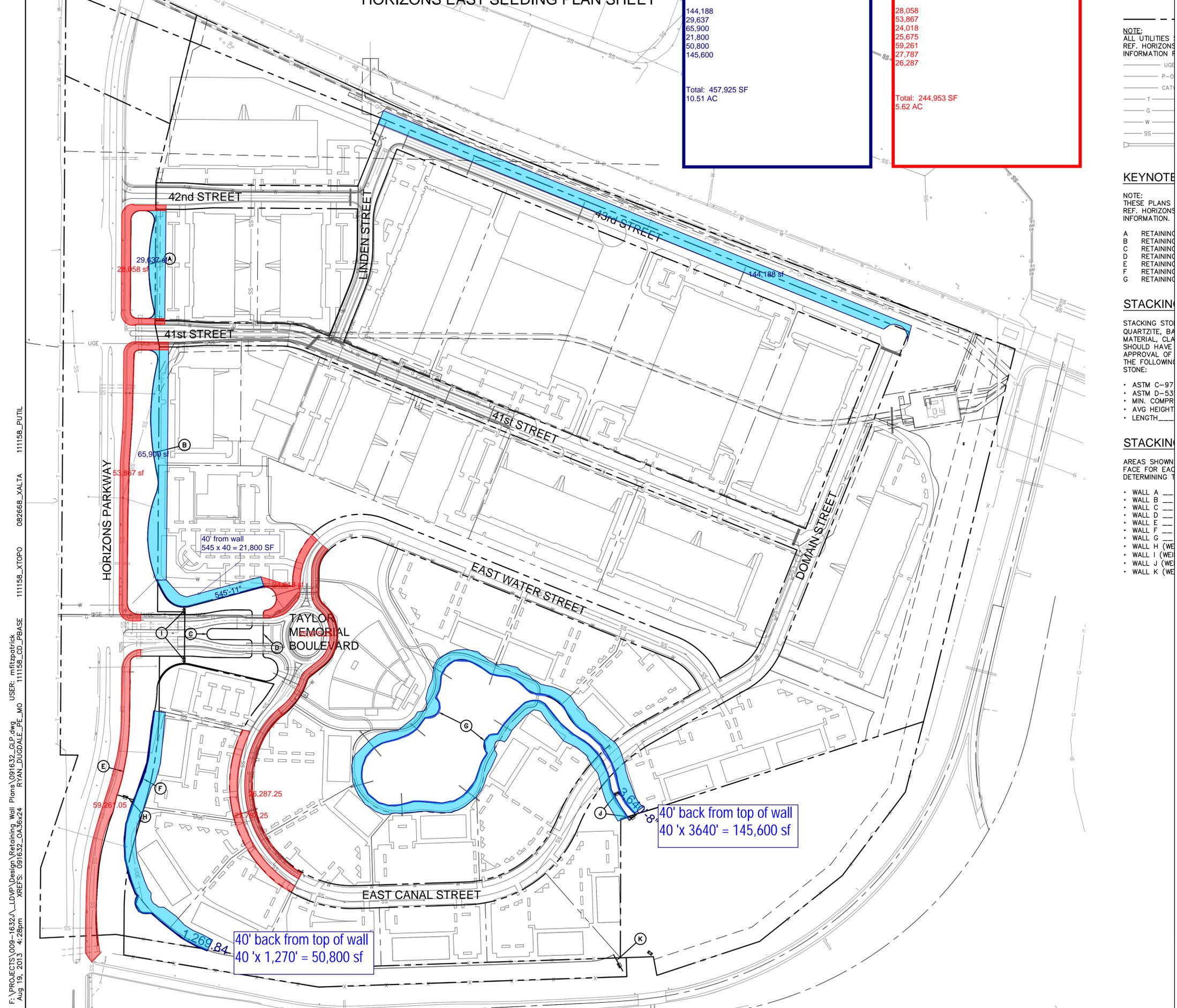
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- ASTM D-53
- MIN. COMPR
- AVG HEIGHT
- LENGTH

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KANSAS CITY METROPOLITAN CHAPTER  
OF THE AMERICAN PUBLIC WORKS ASSOCIATION

CONSTRUCTION AND MATERIAL SPECIFICATIONS

# Section 2400

## Seeding and Sodding



**DIVISION II**  
**CONSTRUCTION AND MATERIAL SPECIFICATIONS SEWERS**  
**SECTION 2400 SEEDING AND SODDING**

APPROVED AND ADOPTED THIS 21st DAY OF OCTOBER 1981

**KANSAS CITY METROPOLITAN CHAPTER**  
**OF THE AMERICAN PUBLIC WORKS ASSOCIATION**

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## SECTION 2401 SEEDING

### 2401.1 Scope

This section governs the furnishing of all labor, equipment, tools, materials, and the performance of all work for seeding.

### 2401.2 Materials, Definitions and Equipment:

- A. Seeds: Seeds for cover crops shall comply with the requirements of the applicable state seed laws and shall be the mixture of seeds specified in the Special Provisions. Seeds shall be free of prohibited weed seeds and shall not have more than 1 percent of noxious weed seeds. Seeds shall be delivered to the site in convenient containers, each fully labeled, bearing the name, trade name, or trade mark, and a warranty of the producer and a certificate of the percentage of the purity and germination of each kind of seed specified.
- B. Pure Live Seed: The following formula shall be used to determine the amount of commercial seed required to provide each kind of seed for the specified quantities of pure live seeds:
- $$\text{Pounds of Commercial Seed Required} = \frac{10,000 \times \text{Pure Live Seed (lbs per acre)}}{\text{Purity (Percent)} \times \text{Germination (percent)}}$$
- C. Fertilizer: Fertilizer shall be inorganic 12-12-12 or 13-13-13 grade, uniform in composition free flowing and suitable for application with approved equipment, delivered to the site in convenient containers, each fully labeled, conforming to the applicable state fertilizer laws, bearing the name, trade mark, or trade name, and a warranty of the producer.
- D. Mulch: Mulch shall be the vegetative type, wood cellulose fiber type, asphaltic emulsion type, or asphalt emulsion over mulch, whichever is specified in the Special Provisions, or as approved by the Engineer.
1. Vegetative Type: The vegetative type shall be the cereal straw from stalks of oats, rye, wheat or barley and shall be free of prohibited and noxious weed seeds.
  2. Asphalt Emulsion Type: The asphalt shall be SS-1h conforming to the requirements of ASTM D-977, or cut-back grade MC-2 conforming to ASTM D-598, whichever is specified in the Special Provisions.
  3. Asphalt Emulsion over Mulch: The asphalt shall conform to the requirements of Section 2401.2D2 above and applied over vegetative mulch conforming to the requirements of Section 2401.2 D1 above.
  4. Wood Cellulose Fiber Mulch: Wood cellulose fiber shall contain no germination or growth inhibiting ingredients, and shall be dyed an appropriate color to aid in visual metering in its application. It shall be easily and evenly dispersed and suspended when agitated in water, and when sprayed uniformly on the soil surface, shall form a blotter-like cover, which readily absorbs the water and allows infiltration to the underlying soil. The mulch material shall be supplied in packages of not more than 100 pounds (45.36 kg) gross weight, and shall be marked by the manufacturer to show the air dry weight content. (Air dry weight shall contain no more than 10 per cent moisture).
- E. Equipment: The seeding operation shall be accomplished with equipment suitable for preparing the seed bed, sowing the seed, fertilizing, spreading the vegetative type mulch, spreading the emulsion type mulch, or spreading the wood cellulose fiber mulch in accordance with the applicable requirements of the following sub-section entitled "Construction Details:"

### 2401.3 Construction Details

All equipment used in the project and all workmanship shall meet the approval of the Engineer.

- A. Application of Fertilizer: Before tilling the soil the fertilizer shall be distributed uniformly at the rate of 600 pounds per acre (672.5 kg per hectare), and incorporated into the soil to a depth of at least 2 inches (5.08

cm) by discing or harrowing methods. Fertilizing rate is equivalent to 7 pounds per 500 square feet (6.72 kg per square hectometer).

- B. Tilling the Seed Bed: Areas shown on the plans or specified to be seeded shall be cleared and graded as required preparatory to tilling the surface for seeding. The surface shall be tilled to a depth of at least 2 inches (5.08 cm) by discing or other approved methods until the soil is suitable for seeding. Areas tilled shall be maintained until seeding and mulching is complete to insure a smooth area with no gullies or depressions.
- C. Planting Seeds: The kinds of seeds and the rate of sowing pure live seed shall be as specified on the Plans or in the Special Provisions, but shall be one of the following mixtures:
  1. Type "A" Seed: This seeding mixture will normally be used where seeding is required in areas of established yards, shoulders and slopes in street right of way, and any other areas where a high-type seeding is deemed necessary. The seed mixture will be as follows:

**Type "A" Seed**

Kind of Seed	Minim Pure Live Seed (%)	Rate of Pure Live Seed (lbs / acre)
Alta Fescue or Kentucky 31 Fescue (Festuca Elatior) Var. Arundinices	75	25
Rye Grass (Lolium Perenne or L. Multi-florum)	80	25
Kentucky Blue Grass (Pac. Pratensis)	75	20
Creeping Red Fescue (Festuca Rubra)	85	10
<b>TOTAL</b>		<b>80</b>

Type "B" Seed: This seeding mixture will normally be used to seed areas off street rights-of-way that are not maintained.

**Type "B" Seed**

Kind of Seed	Minim Pure Live Seed (%)	Rate of Pure Live Seed (lbs / acre)
Alta Fescue or Kentucky 31 Fescue (Festuca Elatior) Var. Arundinices	75	90
Rye Grass (Lolium Perenne or L. Multi-florum)	80	50
<b>TOTAL</b>		<b>140</b>

All seeding work shall be done between the dates of February 1 and April 15 for spring planting or August 15 and October 15 for fall planting. Sowing shall be accomplished by use of an approved mechanical seeder or drill (hand spreader can be used in small areas), making sure that successive seed strips overlap to provide uniform coverage. Seed should be drilled to a depth of 1/2 inch (1.27 cm).

- D. Compaction: Immediately following the completion of seeding operations, the entire area shall be compacted by means of a roller weighing at least 60 but not more than 90 pounds per linear foot (89.29 to 133.93 kg per meter) of roller.
- E. Mulching: Mulching shall be done within 24 hours following the seeding operation except in the case of wood cellulose fiber type mulch.

- 1. Vegetative Type Mulch: After compacting the surface, mulch shall be uniformly spread at the rate of 1 1/2 tons per acre (3.36 metric ton per hectare) by means of a mechanical spreader or other approved means.

As soon as the mulch is spread it shall be anchored to the soil a minimum depth of 3 inches (7.62 cm) by use of a heavy disc harrow, set nearly straight, or a similar approved tool. Discs of the anchoring tool shall be set approximately 9 inches (22.86 cm) apart.

Anchoring shall be accomplished by not more than two passes of the tool.

- 2. Asphalt Emulsion Type: After compacting the surface, mulch shall be uniformly spread at the rate of 0.2 gallons per square yard (0.906 liters per square meter) by means of an approved sprayer. The temperature of the mulch at time of application shall be in the range of 125° to 175° F (51.6° to 79.4° C).
- 3. Asphalt over Mulch: After compacting the surface, vegetative type mulch shall be applied as specified in Section 2401.3 C1 above. This shall then be covered with asphalt emulsion as specified in Section 2401.1 C2 above.
- 4. Wood Cellulose Fiber Type: Wood cellulose fiber mulch shall be added to the hydraulic seeder after the proportionate amounts of seed, fertilizer and water, and other approved materials are added. These ingredients shall be mixed to form a slurry which shall be applied at the rate of 1,000 pounds per acre (1.12 metric tons per hectare). The mulch shall make a uniform coverage of the soil surface that will be satisfactory to the Engineer.

#### **2401.4 Protection and Repair**

The seeded area shall be kept free of traffic until accepted. If at any time before acceptance of the completed contract, any portion of the seeded surface becomes gullied or otherwise damaged, or the seeding has been damaged or destroyed, the affected portion shall be repaired to re-establish the specified condition prior to the acceptance of the work.

### **SECTION 2402 SODDING**

#### **2402.1 Scope**

This Section governs the furnishing of all labor, equipment, tools and materials, and the performance of all work for sodding.

#### **2402.2 Materials and Definitions:**

- A. Sod: The sod shall be densely rooted nursery grown Kentucky Blue Grass. The sod shall contain a growth of not more than 10 percent of other grasses and clovers, shall be free from all prohibited and noxious weeds, and shall be cut in strips of uniform thickness, the range of acceptable thickness shall be 3/4 to 1 1/4

inch (1.91 to 3.18 cm); each strip containing at least one (1) square yard. Sod shall be cut in strips not less than 12 inches wide (30.5 cm).

- B. Fertilizer: Fertilizer shall be inorganic 12-12-12 or 13-13-13 grade, uniform in composition, free flowing and suitable for application with approved equipment, delivered to the site in convenient containers, each fully labeled, conforming to applicable state fertilizer laws, bearing the name, trade name, or trademark and warranty of the producer.

### **2402.3 Construction Details**

- A. Fertilizing: Before tilling operations, fertilizer shall be spread uniformly at the rate of 300 pounds per acre (336.25 kg per hectare). Fertilizing rate is equivalent to 3.5 pounds per 500 square feet (3.36 kg per square hectometer).
- B. Tilling the Sod Bed: The sod bed shall have a uniform surface free from washes and depressions; and shall conform to the finished grade profile and cross-section shown on the plans. The soil, except where fresh top soil has just been applied and compacted, shall be thoroughly tilled to a depth of 2 inches (5.0 cm).

Freshly graded areas, which have set long enough to become dry and crusted over, shall be tilled as specified above, preparatory to placing the sod.

- C. Placing Sod: Sod shall not be placed during a drought or during the period from June 1 to September 1, unless authorized by the Engineer, and shall not be placed on frozen ground.

Sod shall be moist when it is placed. Sod strips shall be laid along contour lines, commencing at the lowest point of the area and working upward. The transverse joints of sod strips shall be staggered and the sod carefully placed to produce tight joints. The sod shall be firmed and watered immediately after it is placed. The "firming" shall be accomplished by application of a roller weighing not less than 60 nor more than 90 pounds per lineal foot (89.29 to 133.9 kg per meter) of roller.

1. Anchoring Sod: On 2:1 slopes, or steeper, the sod shall be anchored with ½ inch (1.27 cm) square by 8 inch (20.32 cm) long wooden pegs driven into the ground 3 pegs to the square yard (square meter) or other approved methods. Pegging shall be done immediately after sod is firmed. The area shall then be cleared of loose sod, excess or broken anchors, excessive soil, or other foreign materials.
2. Maintenance: The sodded area shall be thoroughly watered daily for a period of fifteen days after placing except when thoroughly wetted by rain. Any portion of the sod that is not in good growing condition following the first full growing season (spring to fall) shall be replaced with fresh live sod.

## **SECTION 2403 MEASUREMENTS AND PAYMENTS**

### **2403.1 Scope**

This section governs the method of measurement and basis of payment for furnishing all labor, equipment, tools and materials and for the performance of all related work necessary to complete any construction covered in Section 2400.

### **2403.2 General**

Unless specifically altered by the Contract Special Provisions, the methods of measurement and payment shall be as specified herein and as listed in the Proposal.

### **2403.3 Items not listed in the Proposal**

There shall be no measurement or separate payment for any item of work not specifically identified and listed in the Proposal and all costs pertaining thereto shall be included in the contract unit prices for other items in the Proposal.

#### **2403.4 Methods of Measurement**

The quantities of accepted work shall be measured or determined as follows:

- A. Seeding:
  - 1. Street Construction: Seeding will be measured per acre (hectare) or hundredth part thereof.
  - 2. Sanitary Sewer Construction: Seeding will be measured horizontally in linear feet (decimeter) along the centerline of sewer, regardless of the width of disturbed areas or type of seed used. Seeding will be measured only when centerline of sewer lies in grassed areas to be seeded as shown on the plans. When centerline of sewer lies in areas that are not grassed, such as street paving, driveways, parking areas, gardens, etc., no measurement will be made. Areas that are disturbed which lie outside the Contractor's normal trenching operation areas will not be measured for payment, but shall be restored to a condition equal to or better than that existing prior to construction. Each area measured will be measured either as seeding or sodding, but not as both. When sewer ends in grassed area, measurement will be made only to centerline of manhole.
- B. Sodding:
  - 1. Street Construction: Sodding will be measured per square yard (square meter) or tenth part thereof.
  - 2. Sanitary Sewer Construction: Sodding will be measured horizontally in linear feet (decimeter) along the centerline of sewer. Regardless of width of disturbed areas or type sod used. Sodding will be measured only when centerline of sewer lies in grassed areas to be seeded as shown on the plans. When centerline of sewer lies in areas that are not grassed (such as street paving, driveways, parking areas, gardens, etc.) no measurement will be made. Areas that are disturbed which lie outside the Contractor's normal trenching operation areas will not be measured for payment, but shall be restored to a condition equal to or better than that existing prior to construction. Each area measured will be measured as either seeding or sodding, but not as both. When sewer ends in grassed area, measurement will be made only to centerline of manhole.

#### **2403.5 Basis of Payment**

Payment for the accepted work will be made as follows:

- A. Seeding:
  - 1. Street Construction: Payment for seeding will be made by one of the following:
    - a. Contract unit bid price.
    - b. Contract lump sum bid price.
  - 2. Sanitary Sewer Construction: Payment will be made at the contract unit bid price.
- B. Sodding:
  - 1. Street Construction: Payment for sodding will be made by one of the following:
    - a. Contract unit bid price.
    - b. Contract lump sum price.
  - 2. Sanitary Sewer Construction: Payment will be made at the unit bid price.



2950 NW Vivion Road  
Riverside, Missouri 64150

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**MEMO DATE:** August 29, 2016

**AGENDA DATE:** September 6, 2016

**TO:** The Mayor and the Board of Aldermen

**FROM:** Tom Wooddell

**RE:** Relocation Residential Dumpster Service

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

**Budgetary Impact:** The 2016-2017 budget included \$20,000.00 for annual residential dumpster services and operations provided and performed by the Pursell recycle facility.

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

**AN ORDINANCE AUTHORIZING THE CITY OF RIVERSIDE TO ENTER INTO A SERVICES AGREEMENT WITH DAMON PURSELL CONSTRUCTION COMPANY IN RIVERSIDE MISSOURI**

**WHEREAS**, the City of Riverside and Damon Pursell have previously entered into separate agreement pursuant to Ordinance No. 2009-165, establishing the riverside Brush and Yard Waste Recycling Program at the Service Provider’s recycling facility located at 6905 Highway 9, Riverside, Missouri (“Facility”); and

**WHEREAS**, the City desires to locate a solid waste dumpster at the Facility so that City residents may dispose of bulky solid waste items (solid waste and Brush/yard waste disposal referred to herein as “services”); and

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

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

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

Section 1. The City of Riverside and Damon Pursell Construction Company agree upon the mutual covenants and agreements with an effective date of November 1, 2016, as set forth in the Service Agreement attached hereto in its substantial form, is hereby authorized and approved;

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

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

PASSED AND ADOPTED by the Board of Aldermen and APPROVED by the Mayor of the City of Riverside, Missouri, the \_\_\_ day of September, 2016.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

## SERVICE AGREEMENT

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

WHEREAS, pursuant to Ordinance No. 2009-165, the City established the Riverside Brush and Yard Waste Recycling Program in which City residents may recycle brush and yard waste at the Service Provider’s recycling facility located at 6905 Highway 9, Riverside, Missouri (“Facility”); and

WHEREAS, the City further desires to locate a solid waste dumpster at the Facility so that City residents may dispose of bulky solid waste items (solid waste and brush/yard waste disposal referred to herein as “Services”); and

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

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

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

1. The Service Provider shall provide solid waste and brush/yard waste recycling drop off collection support services to the City.
2. The City shall provide and pay for dumpster services provided through the current City solid waste contract as needed. The City shall pay a management fee to the Service provider of \$20,000.00 annually, payable in one payment. Contractor shall submit an invoice for payment with the contract amount at the time of the contract renewal annual start date.
3. The Service Provider shall manage solid waste and brush/yard waste recycling drop off activities at the Facility.
4. The term of this service agreement shall begin on the Effective Date of November 1, 2016, and end on October 31, 2017. This Agreement may be renewed at a rate mutually agreed upon by both parties for up to five additional one-year terms (Nov. 1, 2017, 2018, 2019, 2020, and 2021).
5. The Service Provider shall provide sufficient on-site staff to perform the following:
  - a. Require persons seeking to drop off bulky solid waste or to recycle yard waste, to show proof of City residence;
  - b. Ensure that the Facility is open Monday through Friday, from 7:30 a.m. to 3:30 p.m., excluding winter weather permitting and holidays;

- c. Use reasonable efforts in monitoring usage to prevent the disposal of household hazardous waste (as listed in Exhibit A) and providing information to such persons regarding the Mid-America Regional Council's Household Hazardous Waste disposal program.
  - d. Collect the following usage data: the number of persons using brush/yard waste disposal by day of week; the number of persons using bulky solid waste disposal by day of week; load category and confirmation of person's proof of City of Riverside residency.
6. The Service Provider agrees to comply with, and provide any necessary affidavits under, Section 285.530, RSMo to confirm that it will not knowingly employ any person who is an unauthorized alien.
7. During the term of this Agreement, the Service Provider shall maintain commercial liability insurance, to protect against any liability arising out of the performance of the Service Provider's obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the City shall be named as an additional named insured on all such policies. The Service Provider shall also maintain such Worker's Compensation insurance as is required by Missouri law.
8. The parties agree that Service Provider is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Facility. The Service Provider shall defend, indemnify and hold harmless the City from any and all liability, and all liability and claims, including reasonable attorneys' fees, arising out of or in any way connected with the negligent or willful misconduct performance by the Service Provider, its employees or agents of Service Provider's obligations under this Agreement.
9. This Agreement is the sole agreement between the parties concerning the Services.
10. This Agreement may only be amended by an agreement in writing signed by each party.
11. This Agreement is not assignable.
12. This Agreement is for the sole benefit of the parties, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
13. Nothing in this Agreement shall constitute or be construed as a waiver of the City's sovereign immunity.

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

City of Riverside, Missouri:

\_\_\_\_\_  
Mayor Kathleen L. Rose

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk Robin Kincaid

Damon Pursell Construction Co.:

By: \_\_\_\_\_  
President Manjit Sarai

Dated: \_\_\_\_\_

## Exhibit A

### Household Hazardous Waste List

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

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





*Paul A. Campo*  
*Phone: 816.524.4646*  
*Facsimile: 816.524.4645*  
*pcampo@publiclawfirm.com*

*400 SW Longview Blvd, Suite 210*  
*Lee's Summit, Missouri 64081*  
*www.publiclawfirm.com*

To: Greg Mills; Mike Duffy; Amy Ashelford; Shayla Jones; Robin Kincaid

From: Paul A. Campo, City Attorney

Date: August 24, 2016

Re: SB 572

---

During the 2016 state legislative session, the General Assembly approved Senate Bill 572, and the Governor signed it into law with an effective date of August 28, 2016. Senate Bill 572 is a follow-up to Senate Bill 5 from the 2015 legislative session which arose from the situation in St. Louis County concerning the perceived abuses by municipalities regarding fines for minor traffic violations. Senate Bill 572 is designed in part to address what the General Assembly perceived as abuse by some cities imposing fines for municipal ordinance violations for issues related to the abatement of nuisances, building permit violations, and zoning violations.

Senate Bill 572 limits the amount of fines that can be imposed for minor traffic and municipal ordinance violations. Specifically, Senate Bill 572 caps fines for minor traffic violations at \$225. It also limits the amount a municipality may fine for municipal ordinance violations (pertaining to zoning violations, nuisance violations, and building code violations) to no more than \$200 for the first violation, \$275 for the second violation, \$350 for the third violation, and \$450 for any subsequent violations. Senate Bill 572 also changes the minimum amount of time that a person has to abate a nuisance from 7 days to 10 days.

The proposed ordinance addresses the necessary changes to the City Code to conform to SB 572. Please review and let me know if you have any questions. I plan on presenting this proposed ordinance to the Board of Aldermen at its September 6<sup>th</sup> meeting.

# # #

**AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE MUNICIPAL CODE OF THE CITY OF RIVERSIDE, MISSOURI REGARDING MINOR TRAFFIC VIOLATIONS AND MUNICIPAL CODE VIOLATIONS TO CONFORM TO THE PROVISIONS OF SENATE BILL NO. 572.**

**WHEREAS**, the 98<sup>th</sup> Session of the Missouri General Assembly adopted and the Governor has approved Senate Bill No. 572 amending various provisions of the Revised Statutes of Missouri relating to the fines applicable for minor traffic violations and municipal ordinance violations, the ability of municipal courts to sentence persons to confinement, and procedures required for the abatement of nuisances; and

**WHEREAS**, the Board of Aldermen desires to amend the Municipal Code of the City of Riverside, Missouri (“Code”) to comply with the statutory amendments made by Senate Bill No. 572.

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

**SECTION 1** – That Section 100.240 of the Municipal Code of the City of Riverside, Missouri be amended to read as follows (language to be added is underlined; and language to be deleted contains a ~~strikethrough~~):

Section 100.240 – **General Penalty.**

- A. Except as hereinafter provided, ~~W~~Whenever in this Code or any other ordinance of the City, or in any rule, regulation, notice or order promulgated by any officer or agency of the City under authority duly vested in him/her or it, any act is prohibited or is declared to be unlawful or an offense, misdemeanor or ordinance violation or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, misdemeanor or ordinance violation, and no specific penalty is provided for the violation thereof, upon conviction of a violation of any such provision of this Code or of any such ordinance, rule, regulation, notice or order, the violator shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the City or County Jail not exceeding ninety (90) days, or by both such fine and imprisonment; provided, that in any case wherein the penalty for an offense is fixed by a Statute of the State, the statutory penalty, and no other, shall be imposed for such offense, except that imprisonments may be in the City prison or workhouse instead of the County Jail.
- B. Every day any violation of this Code or any other ordinance or any such rule, regulation, notice or order shall continue shall constitute a separate offense.
- C. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

**D. Minor Traffic Violations**

1. Minor traffic violations are hereby defined as traffic ordinance violations that do not involve an accident or injury, that do not involve the operation of a commercial vehicle, and for which no points are assessed by the department of revenue or the department of revenue is authorized to assess one to four points to a person's driving record upon conviction. Minor traffic violations include amended charges for any minor traffic violation. The definition of minor traffic violations does not include violations for exceeding the speed limit by more than nineteen miles per hour or a violation occurring within a construction zone or a school zone
2. Fines. A person convicted of or who pled guilty to a minor traffic violation shall not be assessed a fine, if combined with the amount of court costs, totaling in excess of two hundred and twenty-five dollars for minor traffic violations.

**E. Municipal Ordinance Violations**

1. Municipal Ordinance Violations are hereby defined as violations of Chapter 215 Nuisances, Chapter 400 Unified Development Ordinance, and Chapter 500 Code Adoptions, including but not limited to the penalties authorized by Section 215.020(C)1, Section 400.1070(C), and Section 500.090.
2. Fines. A person, general agent, occupant, lessee, or any other entity convicted of or that pled guilty to a municipal ordinance violation shall not be assessed a fine, if combined with the amount of court costs, for violations committed within a twelve-month period beginning with the first violation totaling in excess of: two hundred dollars (\$200) for the first violation, two hundred seventy-five dollars (\$275) for the second violations, three hundred and fifty dollars (\$350) for the third violation, and four hundred fifty dollars (\$450) for the fourth and any subsequent violations.

**SECTION 2** – That Section 130.180 of the Municipal Code of the City of Riverside, Missouri be amended to read as follows (language to be added is underlined; and language to be deleted contains a ~~strikethrough~~):

**Section 130.180 Jailing of Defendants.**

- A. If, in the opinion of the Municipal Judge, the City has no suitable and safe place of confinement, the Municipal Judge may commit the defendant to the County Jail or to any private correctional facility with which the City maintains a contractual arrangement for the jailing of City prisoners, and it shall be the duty of the Sheriff or the Jailer of any private facility upon receipt of a warrant of commitment from the Judge to receive and safely keep such prisoner until

discharged by due process of law. The municipality shall pay the board of such prisoner at the same rate as may now or hereafter be allowed to the Sheriff or to any private confinement facility for the keeping of such prisoner in his/her or its custody. The same shall be taxed as costs. No prisoner shall at any time or in any manner be released or transferred from custody unless and until the Director of Public Safety or an authorized member of the Department of Public Safety has conducted an inquiry of the Missouri Uniform Law Enforcement System (MULES) and an inquiry of the National Crime Information Center (NCIC) to determine whether there are any pending outstanding warrants for misdemeanors and/or felonies on such prisoner who is to be released, whether the prisoner has been convicted of a crime or is being held on suspicion of charges.

- B.** The Municipal Judge may not sentence a defendant to confinement for failure to pay a fine for a minor traffic violation or municipal ordinance violation, as defined in Section 100.240(D)(1) and 100.240(E)(1) of this Code and Section 479.350 RSMo, unless such nonpayment violates terms of probation or unless the due process procedures mandated by Missouri Supreme Court Rule 37.65 or its successor rule are strictly followed by the Municipal Judge

**SECTION 3 –** That Section 215.020(C)-(D) of the Municipal Code of the City of Riverside, Missouri be amended to read as follows (language to be added is underlined; and language to be deleted contains a ~~strikethrough~~):

*C. Enforcement And Abatement.*

1. *Enforcement.* The Director shall be responsible for enforcement of this Chapter.
2. *Notice and order.* When a nuisance as described in this Chapter exists, the Director may declare a public nuisance exists and give written notice to the owner, agent, tenant, occupant, or other person in control of the property, ~~and order such nuisance be removed and/or abated and, if the property is not-owner occupied, also to any occupant of the property. Such notice and order must be given to the property's owner.~~
  - a. All notices and orders given pursuant to this Section shall be given by one of the following means:
    - (1) Personal service;
    - ~~(2) Leaving them at the addressee's usual place of abode with an occupant who is over the age of fifteen (15) years; or~~
    - (2) First class mail to both the occupant of the property at the property address and the owner at the last known address of the owner, if not the same. Mailing them via both regular first class mail and via certified mail, return receipt requested, postage prepaid, to the addressee.

When notice cannot be given by one of the means outlined above, then such notice ~~shall~~ may be posted on or about the premises described in the notice.

There shall be a rebuttable presumption that any notice sent via regular mail pursuant to this Chapter is received within two (2) business days of its mailing. There shall also be a rebuttable presumption that any notice posted on the premises is received at the end of twenty-four (24) hours after the posting thereof.

~~If none of those above stated methods is successful, the Director may cause such notice and removal order to be published in a newspaper of general circulation for two (2) consecutive weeks.~~

- b. Such notice and removal order shall, at a minimum:
- (1) Declare that a public nuisance exists;
  - (2) Specifically describe each condition that constitutes such nuisance;
  - (3) Identify what action will remedy the nuisance;
  - (4) Order the removal or abatement of such condition not less than ~~seven (7)~~ ten (10) days from the date of receipt of such notice, unless a condition presents an immediate, specifically identified risk to the public health or safety;
  - (5) Describe the location of the property where the nuisance exists (using the street address rather than a legal description when reasonably possible to do so);
  - (6) State that if the owner or occupant fails to begin removing or abating the nuisance within the time allowed or pursue the removal or abatement of such nuisance without unnecessary delay then the Director may cause the condition that constitutes the nuisance to be removed or abated and that the cost of such removal or abatement may be included in a special tax bill or added to the annual real estate tax bill for the property and collected in the same manner and procedure for collecting real estate taxes, and that such cost shall be a personal debt of the property owner;
  - (7) State that if the owner or occupant of such property fails to begin removing or abating the nuisance within the time allowed, or upon failure to pursue the removal of such nuisance without unnecessary delay, such owner or occupant may be cited in Municipal Court for violating this Chapter and fined pursuant to Section 100.240(E)(2) of the Municipal Code of the City of Riverside, Missouri.
  - (8) State that if the addressee wishes to contest the finding of a public nuisance and order of abatement, he/she must file a written request for appeal with the Director, which must be

received within ~~seven~~ ten (710) days from the date the addressee received the notice and order.

3. *Appeal and hearing.*

- a. An appeal must state the applicant's name, mailing address, and a brief description of the applicant's basis for appeal. If the applicant is represented by an attorney, such fact shall also be noted.
- b. The Director shall give the requesting party reasonable notice of the date, time, and location of such hearing. Any party may be represented by counsel, and all parties shall have an opportunity for a full and adequate hearing. The proceeding shall be recorded, and all persons giving testimony shall do so by oath or affirmation.
- c. The Director of Community Development shall preside over such hearing, and make written findings of fact from the evidence offered at said hearing as to whether or not a public nuisance (as defined by this Chapter) exists on the subject property. If the evidence supports a finding based upon competent and substantial evidence that the conditions described in the notice and order constitute a public nuisance on the subject property, the Director of Community Development shall issue a final order of abatement. The final order of abatement shall be delivered, by person or mail, to each party of the hearing, or his or her attorney of record.
- d. Appeals from the final order of abatement shall be made pursuant to and within the time period prescribed by law.

D. *Abatement.*

1. If the owner, or, if the property is not-owner occupied, the occupant of the property ~~agent, tenant, occupant, or other person in control of property~~ fails to begin removal or abatement of the nuisance in accordance with the notice and order of abatement within the time allowed, or upon failure to pursue the removal and abatement of such nuisance without unnecessary delay, the Director may cause the condition that constitutes the nuisance to be removed or abated.
2. If the Director causes a nuisance to be removed or abated in accordance with this Chapter and has sent notice and a removal order to the owner in accordance herewith, he shall certify the cost of such removal and abatement (which may include reasonable fees for the City's costs in administering this Chapter) and the proof of the notice to the owner of the property to the City Clerk who shall cause the certified cost to be included in a special tax bill or added to the annual real estate tax bill, at the collecting official's option, for the property, and the certified cost shall be collected by the official collecting taxes in the same manner and procedure for collecting real estate taxes. The tax bill from the date of its issuance

shall be deemed a personal debt against the owner and shall also be a lien on the property from the date the tax bill is delinquent until paid.

3. The collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property from the date the tax bill is delinquent until paid. In the event a lawsuit is required to enforce the tax bill, the City may charge the property owner costs of collecting the tax bill, including attorneys' fees.
4. The Director may enter upon private property for inspection or for the purpose of inspecting or removing any nuisance in accordance with this Chapter. If any person refuses to allow entry onto his/her private property, the Director may obtain an administrative warrant and proceed in accordance therewith.
5. When the Director determines that it reasonably appears there is an immediate danger to the health, safety, or welfare of any person, he may take emergency measures as is necessary to correct or abate the emergency to abate the nuisance notwithstanding the requirements of this Chapter.

**SECTION 4** – That Section 400.1070(C) of the Unified Development Ordinance of the Municipal Code of the City of Riverside, Missouri be amended to read as follows (language to be added is underlined; and language to be deleted contains a ~~strikethrough~~):

- C. *Fine For Violations.* Violations of any provision of this Chapter are hereby declared to be public offenses and pursuant to the authority of Section 89.120, RSMo. The owner or general agent of a building or premises where a violation of any provision of the regulations has been committed or exists or the lessee or tenant of an entire building or entire premises where a violation has been committed or exists or the owner, general agent, lessee or tenant of any part of the building or premises in which a violation has been committed or exists or the general agent, architect, builder, contractor or any other person who commits, takes part in or assists in any violation or who maintains any building or premises in which any violation exists shall be guilty of a misdemeanor and upon conviction thereof shall be fined pursuant to Section 100.240(E)(2) of the Municipal Code of the City of Riverside, Missouri. ~~in an amount not exceeding five hundred dollars (\$500.00) or be imprisoned in the City or County Jail for a period not exceeding ninety (90) days, or both a fine and imprisonment.~~ Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

**SECTION 5** – That Section 500.090 of the Municipal Code of the City of Riverside, Missouri be amended to read as follows (language to be added is underlined; and language to be deleted contains a ~~strikethrough~~):

Any person violating any of the provisions of this Chapter or any of the codes, as amended or adopted in this Chapter of the Municipal Code of the City of Riverside,

Missouri, shall be deemed guilty of an ordinance violation and upon conviction thereof shall be fined pursuant to Section 100.240(E)(2) of the Municipal Code of the City of Riverside, Missouri ~~in an amount not exceeding five hundred dollars (\$500.00) or be imprisoned in the City or County Jail for a period not exceeding ninety (90) days, or both a fine and imprisonment.~~ Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

**BE IT REMBERED** 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 this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Mayor Kathleen L. Rose

ATTEST:

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Robin Kincaid, City Clerk

**BILL NO: 2016-041**

**ORDINANCE NO: \_\_\_\_\_**

**AN ORDINANCE AMENDING CITY CODE SECTION 135.070 RELATED TO COMPETITIVE BIDDING.**

BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF RIVERSIDE, MISSOURI, as follows:

**SECTION 1 – ADOPTION OF AMENDMENT.** Section 135.070 of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (language to be added is bolded **underlined**; language to be repealed contains a bolded **~~strikethrough~~**):

- A. When the City negotiates any purchase, sale or other contract, there shall be provided ample opportunity for competitive bidding in the following manner:
1. If the consideration is not more than three thousand dollars (\$3,000.00), purchases shall be solicited in the most expedient manner with due regard for competitive prices and quality.
  2. If the consideration is for more than three thousand one dollars (\$3,001.00) but less than six thousand dollars (\$6,000.00), at least three (3) quotes shall be solicited by mail or telephone requests from at least three (3) prospective vendors.
  3. If the consideration is for more than six thousand one dollars (\$6,001.00) but less than ten thousand dollars (\$10,000.00), at least three (3) written quotes shall be obtained.
  4. All purchases of supplies and contractual services estimated to cost in excess of ten thousand dollars (\$10,000.00) shall be obtained by a process of formal written bids.
  5. Individual contracts or purchases shall not be subdivided for the purpose of evading the requirement of competitive bidding. The procurement of several items of the same type at substantially the same time is a single purchase for the purpose of this Chapter.
- B. Notwithstanding any of the provisions of Subsection (A) of this Section, the City may, upon concurrence of a majority vote of the members of the Board of Aldermen, **extend enter into** any contract for the purchase of goods or services without utilizing the bidding procedures as herein described, when, in the opinion of the Board of Aldermen, such extension is deemed to be in the best interest of the City.

**SECTION 2 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMBERED** 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Kathleen L. Rose

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk



2950 NW Vivion Road  
Riverside, Missouri 64150

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**AGENDA DATE:** 2016-09-06  
**TO:** Mayor and Board of Aldermen  
**FROM:** Chris Skinrood – Police Major  
**RE:** Hiring Ordinance – Philip K Moss

**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: Philip K Moss  
Open Position: Police Officer  
FLSA Status: Full Time, Non-Exempt  
Starting Pay: \$16.29/hour, equivalent to \$33,885.00 annually with 10% of his salary going towards his attendance at the Kansas City MO Police Academy.

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 PHILIP K. MOSS 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 Philip K. Moss 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.** Philip K. Moss 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 \$16.29 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 September 7, 2016.

**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 6<sup>th</sup> day of September 2016.

\_\_\_\_\_  
Kathleen L. Rose, Mayor

ATTEST:

\_\_\_\_\_  
Robin Kincaid, City Clerk

CITY OF RIVERSIDE, MISSOURI

**APPLICATION FOR TEMPORARY CATERING LICENSE**

revised May 14, 2004

*A temporary catering license authorizes a qualifying applicant to sell liquor by the drink at an establishment or location which is not otherwise licensed for such sales and at which alcohol is not normally served. Riverside City Code requires that an applicant seeking a temporary catering license must already be licensed to sell liquor by the drink by the State of Missouri and also, with limited exception, by Riverside or another Missouri municipality. This license application should be completed by the party or entity holding an existing license and not by the party or entity hiring or engaging the already licensed applicant.*

Submit in Duplicate

**APPLICANT INFORMATION**

Name of Applicant: American Legion Post 318

If not an individual, name of contact person: NICHOLAS CARALE

Address: 606 EAST ST. PARKVILLE, MO. (INDIVIDUAL)  
11 MAIN ST. PARKVILLE, MO. POST 318

Telephone: 816 241-5387 (AMERICAN LEGION POST 318)

If applicant is not an individual, Federal Employer Identification Number or other Tax Identification Number: MO. TAX I.D. #14817870

The Applicant is licensed by the State of Missouri to sell liquor by the drink  YES or NO

Local Jurisdiction by which Applicant is licensed to sell liquor by the drink:  
PARKVILLE, MISSOURI

Check here if Applicant licensed to sell liquor by the Missouri Gaming Commission: \_\_\_\_\_

[see next page]

**EVENT INFORMATION**

Name of Individual, Organization or Entity Sponsoring Event: \_\_\_\_\_

If not an individual, name of contact person: JAMES SPAW

Address of Individual or Organization: \_\_\_\_\_

Telephone: 816-421-1991

Address or Location of Event: E.H. Young Riverfront Park

Owner of Location or Premises where Event will be held: City of Riverside

Contact Name and Telephone for Owner of Location/Premises: Lois Bogi - City Hall

Date(s) Event is to be Held: October 1, 2017  
(Event may not be more than 120 hours in total length)

Date on which Event will End and License will Terminate: October 1, 2017

**PLEASE ATTACH THE FOLLOWING TO THIS APPLICATION:**

1. Copy of current liquor license certificate from the State of Missouri
2. Copy of current liquor license certificate from local municipality
3. If licensed by Missouri Gaming Commission, copy of such license certificate
4. License Fee: \$15.00 multiplied by number of Days for Event: 415.00

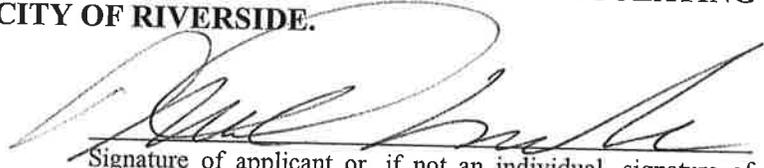
**SELECT REGULATIONS AND RESTRICTIONS**

The following includes some, but not all, of the Regulations and Restrictions applicable to temporary catering licensees. All such licensees must comply with each and every regulation and restriction of the Riverside City Code.

- A. The sale or consumption of alcoholic beverages authorized by issuance of the license herein applied for at the function, occasion or event shall only take place during the hours at which alcoholic beverages may lawfully be sold or served upon premises licensed to sell alcoholic beverages for on-premises consumption, or at hours specified by the Liquor Commission or its delegates.

- B. Any license issued hereunder does not allow or authorize package sales of alcoholic beverages.
- C. No temporary catering license shall be issued for any function, event or occasion where an admission charge is made at the entrance or at the time thereof, except where the event is held strictly and solely by a charitable, religious, civic, service or professional organization which has had a preexisting membership for a reasonable time prior to the application for the license.

**I HEREBY STATE, ACKNOWLEDGE AND AFFIRM THAT I HAVE PERSONAL KNOWLEDGE OF THE INFORMATION CONTAINED IN THIS APPLICATION AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT THE I HAVE READ THE PROVISIONS OF THE CITY CODE REGULATING THE SALE OF LIQUOR IN THE CITY OF RIVERSIDE.**



Signature of applicant or, if not an individual, signature of president of corporation, partner of partnership, member of LLC or authorized agent of other entity

8-25-2016  
Date

\* \* \* \* \*

**FOR USE BY CITY ONLY – PLEASE DO NOT MARK BELOW THIS LINE**

DATE RECEIVED: \_\_\_\_\_ DATE OF COPY TO PUB. SAFETY \_\_\_\_\_  
 FEE PAID: \_\_\_\_\_  
 MISSOURI LICENSE? YES or NO DATE LICENSE VALID \_\_\_\_\_  
 LOCAL LICENSE? YES or NO DATE LICENSE EXPIRES \_\_\_\_\_  
 GAMING COMMISSION? YES or NO

**MISSOURI - DIVISION OF ALCOHOL AND TOBACCO CONTROL - LICENSE**

**THIS LICENSE MUST BE POSTED ON THE PREMISES IN FULL PUBLIC VIEW**

RETAIL LIQUOR BY DRINK EXEMPT  
SUNDAY BY DRINK

211454  
211455

\$300.00  
\$200.00

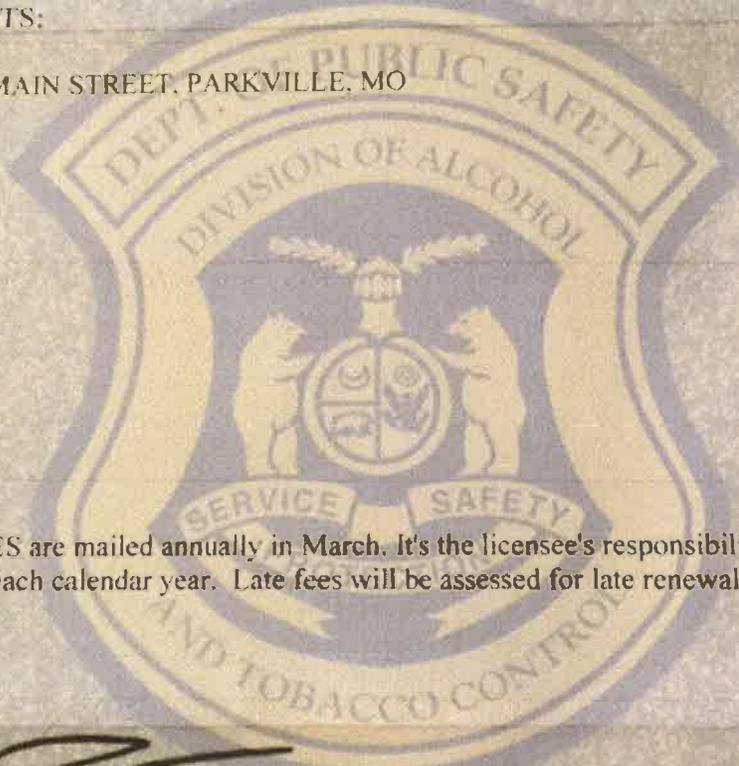
**EXPIRATION DATE: JUNE 30, 2017**

EFFECTIVE DATE: JULY 1, 2016  
BUS. STRUCTURE: CORPORATION  
MANAGING OFFICER OR PARTNERS: NICHOLAS A CASALE

PLATTE

SPECIAL PERMITS:

A BUILDING, 11 MAIN STREET, PARKVILLE, MO



RENEWAL NOTICES are mailed annually in March. It's the licensee's responsibility to pay the required fee by MAY 1ST of each calendar year. Late fees will be assessed for late renewal after MAY 1ST.

DIRECTOR OF PUBLIC SAFETY

SUPERVISOR OF ALCOHOL AND TOBACCO CONTROL

AMERICAN LEGION POST 318  
POST 318  
PO BOX 14004  
PARKVILLE MO 64152-0504

**LICENSE NOT TRANSFERABLE**