



Upstream from ordinary.

BOARD OF ALDERMEN MEETING
RIVERSIDE CITY HALL
2950 NW VIVION ROAD
RIVERSIDE, MISSOURI 64150
TENTATIVE AGENDA
SEPTEMBER 15, 2020

Closed Session – 6:45 p.m.
Regular Meeting - 7:00 p.m.

Call to Order
Roll Call

CLOSED SESSION
(6:45 p.m.)

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

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

610.021 (13) Individually identifiable personnel records, performance ratings or records pertaining to employee or applicant for employment.

2. **Motion** to adjourn closed.

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.

LEGISLATIVE SESSION

1. **CONSENT AGENDA**

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

Approval of minutes for September 1, 2020.

Approval of August 2020 Court Report.

R-2020-084: 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 Brian Koral.

R-2020-085: A RESOLUTION APPROVING AN AGREEMENT WITH KENNY WEST FOR THE CREATION, PURCHASE, AND SALE OF ARTWORK. Point of Contact: Parks Manager Noel Challis Bennion.

R-2020-086: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE TOLLING AGREEMENTS AND GRANTING FURTHER AUTHORITY. Point of Contact: City Administrator Brian Koral.

R-2020-087: A RESOLUTION AWARDDING THE BID FOR LOGO PAINTING ON CITY WATER TOWER AND APPROVING THE AGREEMENT BETWEEN THE CITY AND VIKING INDUSTRIAL PAINTING FOR SUCH PROJECT. Point of Contact: Community Development Director Mike Duffy.

REGULAR AGENDA

1. **R-2020-083: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2019-2020 AND 2020-2021 WEEKS ENDING SEPTEMBER 4TH AND SEPTEMBER 11TH IN THE AMOUNT OF \$736,956.47.** Point of Contact: Finance Director Nate Blum.
2. First Reading: BILL NO. 2020-040: **AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE PARK HILL SCHOOL DISTRICT.** Point of Contact: Police Chief Chris Skinrood.
3. **R-2020-088: A RESOLUTION ACCEPTING THE PROPOSAL FROM MYSIDEWALK, INC. TO DEVELOP THE RIVERSIDE OPERATING SYSTEM.** Point of Contact: Community Development Director Mike Duffy.
4. **Communication from City Administrator**
 - a) **Department Reports**
 - i. Community Development
 - ii. Engineering
 - iii. Finance
 - iv. Fire
 - v. Police
 - vi. Public Works

vii. Levee Board Report

5. **Communication from Mayor**
6. **Communication from Board of Aldermen**
7. **Motion to Adjourn.**



Brian E. Koral, City Administrator

ATTEST:



Robin Kincaid, City Clerk

Posted 9.11.2020 at 4:00 p.m.

MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI

Tuesday, September 1, 2020

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, September 1, 2020.

Mayor Rose called the meeting to order at 6:30 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Al Bowman, Nathan Cretsinger (by Zoom), Sal LoPorto, Jill Hammond, Dawn Cockrell, and Aaron Thatcher.

Also present were City Administrator Brian Koral, City Clerk Robin Kincaid, Police Chief Chris Skinrood, and HR Manager Amy Strough. Also present was City Attorney Paul Campo.

**MOTION TO ENTER INTO
CLOSED @ 6:30 P.M.**

Alderman Thatcher moved to enter into closed session pursuant to RSMo 610.021(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed, and RSMo 610.021 (13) Individually identifiable personnel records, performance ratings or records pertaining to employee or applicant for employment, second by Alderman LoPorto.

Yes: Thatcher, LoPorto, Hammond, Cretsinger, Cockrell, and Bowman.

Motion carried 6-0.

**MOTION TO ADJOURN
CLOSED @ 6:59 P.M.**

Alderman Bowman moved at 6:59 p.m. to adjourn closed session with action taken, second by Alderman Thatcher.

Yes: Bowman, Thatcher, Cretsinger, Cockrell, LoPorto, and Hammond.

Motion carried 6-0.

REGULAR SESSION

Mayor Rose called the Regular Session Meeting to order at 7:02 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Jill Hammond, Sal LoPorto, Al Bowman, Aaron Thatcher, and Dawn Cockrell.

Alderman Nathan Cretsinger was absent for open session.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Finance Director Nate Blum, HR Manager Amy Strough, Police Chief Chris Skinrood, Emergency Management Jeff Taylor, and Capital Projects & Parks Noel Challis Bennion. Also present was City Attorney Paul Campo.

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT	None.
CONSENT AGENDA	Alderman Bowman moved to approve the consent agenda as presented, second by Alderman Hammond. Yes: Bowman, Hammond, Thatcher, LoPorto, and Cockrell. Motion carried 5-0.
MINUTES OF 08-18-20	Alderman Bowman moved to approve the minutes of the August 18, 2020 regular meeting, second by Alderman Hammond. Yes: Bowman, Hammond, Thatcher, LoPorto, and Cockrell. Motion carried 5-0.
RESOLUTION 2020-080 Purchase Slope Mower	Alderman Bowman moved to approve Resolution 2020-080 authorizing the purchase of a Ventrac 4500 Slope Mower through Professional Turf Products L.P. Lenexa, Ks. For the Public Works in an amount not to exceed \$34,274.23, second by Alderman Hammond. Yes: Bowman, Hammond, Thatcher, LoPorto, and Cockrell. Motion carried 5-0.
RESOLUTION 2020-081 Award Delta Innovative Serv.	Alderman Bowman moved to approve Resolution 2020-081 awarding the bid for Riverside City Hall and Community Center Roof Project and approving the agreement with Delta Innovative Services, Inc. for such project, second by Alderman Hammond. Yes: Bowman, Hammond, Thatcher, LoPorto, and Cockrell. Motion carried 5-0.
REGULAR AGENDA	
RESOLUTION 2020-079 Bill Pay	Alderman Thatcher moved to approve Resolution 2020-079 authorizing the expenditure of funds for fiscal year 2019-2020 and 2020-2021 weeks ending August 21 st and August 28 th in the amount of \$451,265.68 second by Alderman Hammond. Yes: Thatcher, Hammond, Cockrell, and LoPorto. No: None. Abstain: Bowman Motion carried 4-0-1.
BILL NO. 2020-037 Horizons XI Chapt. 100 Bonds	City Clerk Robin Kincaid gave first reading of Bill No. 2020-037. Community Development Director Mike Duffy and David Martin with Gilmore & Bell explained the chapter 100 bonds, their usefulness for the project, the City, and where it is located in the park. Alderman Thatcher moved to accept first reading and place Bill No. 2020-037 on second and final reading, second by Alderman LoPorto. Yes: Thatcher, LoPorto, Cockrell, Hammond, and Bowman. Motion carried 5-0. Alderman Hammond moved to approve Bill 2020-037 and enact said bill as ordinance, second by Alderman Bowman. Yes: Hammond, Bowman, Cockrell, LoPorto, and Thatcher. Motion carried 5-0.

BILL NO. 2020-038
Grant with MARC - Art

City Clerk Robin Kincaid gave first reading of Bill No. 2020-038. Parks Manager Noel Challis Bennion reported that this is a grant received from MARC for an art recycling sculpture at E.H. Young Park for \$7,500.

Alderman LoPorto moved to accept first reading and place Bill No. 2020-038 on second and final reading, second by Alderman Thatcher.

Yes: LoPorto, Thatcher, Bowman, Hammond, and Cockrell.
Motion carried 5-0.

Alderman Hammond moved to approve Bill 2020-038 and enact said bill as ordinance, second by Alderman LoPorto.

Yes: Hammond, LoPorto, Thatcher, Cockrell, and Bowman.
Motion carried 5-0.

BILL NO. 2020-039
Playground Resurface Grant

City Clerk Robin Kincaid gave first reading of Bill No. 2020-039. Parks Manager Noel Challis Bennion explained the financial agreement with DNR for playground safety resurfacing.

Alderman LoPorto moved to accept first reading and place Bill No. 2020-039 on second and final reading, second by Alderman Thatcher.

Yes: LoPorto, Thatcher, Bowman, Cockrell, and Hammond.
Motion carried 5-0.

Alderman Thatcher moved to approve Bill 2020-039 and enact said bill as ordinance, second by Alderman LoPorto.

Yes: Thatcher, LoPorto, Hammond, Bowman, and Cockrell.
Motion carried 5-0.

Mayor Rose gave kudos to Noel for her diligence to get the grants to assist the City making needed improvements.

RESOLUTION 2020-082
Park Use Agrmnt – KCSCCA

Community Development Director Duffy introduced the event being voted on tonight and two representatives from the KCSCCA, Reuben Samuels and Andy Sheehan. Reuben then spoke to the Board informing them of all aspects of the event and their organization.

Alderman LoPorto moved to approve Resolution 2020-082 approving a park use agreement with Kansas City Region, Sports Car Club of America (KCSCCA), second by Alderman Hammond.

Yes: LoPorto, Hammond, Thatcher, Bowman, and Cockrell.
Motion carried 5-0.

CITY ADMINISTRATOR

City Administrator Brian Koral reported on COVID numbers to date. We will be hosting a few student interns this year. Noel will work with a few from Northland CAPS program that will help us with web development. We also will be having a student from the Professional Studies Program from the Park Hill School. Brian also discussed issues of homeless in E. H. Young Park and efforts to help them and keep the park safe for all. He also announced that the YMCA has made an agreement to keep the pool open on weekends through the month of September. Koral explained the

situation of a vehicle purchase on a police car with actual purchase price that was not clear at an earlier meeting.

COMMUNITY DEVELOPMENT Nothing to report.

ENGINEERING City Engineer Travis Hoover discussed the relief wells the Levee District will be put in behind Public Works. He explained the Levee and Corp “asks” and these issues were discussed by the Board and staff.

FINANCE Nothing to report.

FIRE Assistant Chief Jeff Taylor updated the Board on COVID numbers at the long term care facilities.

POLICE Nothing to report.

PUBLIC WORKS Nothing to report.

LEVEE BOARD Travis reported that there will be a meeting in two weeks.

MAYOR’S DISCUSSION Mayor Rose discussed the coyotes in her back yard. Hats off to the staff and all that created E.H. Young, I am getting tagged on social media constantly on the amenities we have provided for not only our residents but surrounding areas as well. There are a variety of events being held in the park because of COVID for social distancing and we are so glad many are seeing and using this wonderful space. There are many events being planned for the dog park and both parks such as: Boos & Barks, Carved at the waterfall and a wine walk. Thank you to Tom and his crew for the hard work to get the waterfall working again, it is nice to see it working!

BOARD OF ALDERMEN Alderman LoPorto – Nothing to report.

Alderman Cockrell – There is an electrical power loss issue during storms in specific areas of the neighborhood. I wondered if this could be looked at and consider underground line or at least getting the cost for future projects. Duffy reported that staff will look into the costs.

Alderman Thatcher – It is great to see E.H. Young being used and enjoyed.

Alderman Hammond – Nothing to report.

Alderman Bowman – Nothing to report.

MOTION TO ADJOURN

Alderman Hammond moved to adjourn the meeting at 7:52 p.m., second by Alderman Thatcher.

Yes: Hammond, Thatcher, LoPorto, Bowman, and Cockrell.

Motion carried 5-0.

Robin Kincaid, City Clerk

**CITY OF RIVERSIDE
MUNICIPAL COURT
2950 N.W. VIVION RD
RIVERSIDE, MISSOURI 64150**

**REPORT TO CITY CLERK
FOR MONTH OF AUGUST**

I do hereby certify that this is a complete listing of the cases heard in the Municipal Division for the month of **AUGUST** 2020.



Shayla Jones
Court Administrator

Filed: September 10, 2020
RSMo. 479.080.3

(Trial de novas filed: None)



Report received by City Clerk

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	Riverside	Reporting Period: 8/2020	
Mailing Address:	2950 NW Vivion Rd. Riverside 64150	Software Vendor: Tyler Technologies	
Physical Address:	2950 NW Vivion Rd. Riverside 64150	County: PLATTE COUNTY	Circuit: 6
Telephone Number:	(816) 741-1212	Fax Number: (816) 372-9020	
Prepared by: S JONES	E-mail Address: municipalcourt@riversidemo.com	iNotes <input checked="" type="checkbox"/>	
Municipal Judge(s) MARK M. FERGUSON	Judge is Attorney <input type="checkbox"/>	Prosecuting Attorney: Amy Ashelford	
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic
A. cases (citations / informations) pending at start of month		419	3,483
B. cases (citations / informations) filed		13	120
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY		0	0
3. court / bench trial - NOT GUILTY		0	0
4. plea of GUILTY in court		4	17
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		2	39
6. dismissed by court		0	0
7. <i>nolle prosequi</i>		0	22
8. certified for jury trial (not heard in the Municipal Division)		0	0
9. TOTAL CASE DISPOSITIONS		6	78
D. cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		426	3,525
E. Trial de Novo and / or appeal applications filed		0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS	
1. # issued during reporting period	174	# issued during period	0
2. # served/withdrawn during reporting period	35	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # outstanding at end of reporting period	3,990		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Riverside	Reporting Period: 8/2020
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$4,656.00		
Clerk Fee - Excess Revenue	\$493.50		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$14.80		
Bond forfeitures (paid to city) - Excess Revenue	\$0.00		
Total Excess Revenue	\$5,164.30		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$2,325.50		
Clerk Fee - Other	\$228.00		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace officer Standards and Training (POST) Commission surcharge	\$60.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$420.67		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$7.03		
Law Enforcement Training (LET) Fund surcharge	\$120.00		
Domestic Violence Shelter surcharge	\$232.00		
Inmate Prisoner Detainee Security Fund surcharge	\$119.81		
Sheriffs' Retirement Fund (SRF) surcharge	\$177.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Revenue Other	\$3,690.01		
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$159.19
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$9,013.50
DUI	\$159.19	Bond Refunds	\$731.00
		Total Disbursements	\$9,744.50

MONTHLY REPORT
TO THE
CITY OF RIVERSIDE, MISSOURI

September 10, 2020

I ATTEST THAT THE FOREGOING IS A TRUE AND
FACTUAL ACCOUNTING OF COURT FOR THE MONTH OF
AUGUST 2020.



SHAYLA JONES, COURT ADMINISTRATOR

*Printed: 09/10/2020



Filed Or Closed Cases Listing

Riverside Municipal Division

09/10/2020 4:20:20 PM

Totals For Filed Date From 08/01/2020 To 08/31/2020

Posted Fee Totals For Posted Date From 08/01/2020 To 08/31/2020

Violations By Filed Date

City Ordinance	44
NON-MOVING VIOLATION	44
Traffic	114
Total Violations Filed:	202

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	1
NON-MOVING VIOLATION	27
Traffic	9
CL	37
Total Violations Completed-Paid Fines:	37

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	2
NON-MOVING VIOLATION	9
Traffic	10
CL	21

DI-DISMISSED IMPOSITION

City Ordinance	5
Traffic	1
DI	6

DP-Dismissed by Prosecutor

City Ordinance	3
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Filed Or Closed Cases Listing

Riverside Municipal Division

09/10/2020 4:20:20 PM

Totals For Filed Date From 08/01/2020 To 08/31/2020

Posted Fee Totals For Posted Date From 08/01/2020 To 08/31/2020

Violations Completed-Before Judge By Filed Date

NON-MOVING VIOLATION		1
Traffic		4
DP		8
Total Violations Completed-Before Judge:		35

Violations Completed-Other By Filed Date DP-Dismissed by Prosecutor

NON-MOVING VIOLATION		2
Traffic		17
DP		19

VD-Voided Docket

Traffic		1
VD		1
Total Violations Completed-Paid Fines:		20

Total Violations Completed-Paid Fines:	37
Total Violations Completed-Before Judge:	35
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	20
Total Violations Completed:	92
Total Violations Filed:	202
Net Difference Filed - Completed:	110

Warrants Issued



Filed Or Closed Cases Listing

Riverside Municipal Division

09/10/2020 4:20:20 PM

Totals For Filed Date From 08/01/2020 To 08/31/2020

Posted Fee Totals For Posted Date From 08/01/2020 To 08/31/2020

City Ordinance	32		
NON-MOVING VIOLATION	41		
Traffic	101		
Total Warrants Issued:	174	Total Violations:	174

Warrants Cleared

City Ordinance	8		
NON-MOVING VIOLATION	10		
Traffic	17		
Total Warrants Cleared:	35	Total Violations:	35

Total Warrants Issued: 174
 Total Warrants Cleared: 35
 Net Difference: 139

Violations Completed-Other Paid By Filed Date AJ-SUSPENDED IMPOSITION OF SENTEN

Traffic	3		
AJ			3

PH-PROBATION HEARING

Traffic	1		
PH			1

PPC-Payment Plan Continuance

City Ordinance	2		
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Filed Or Closed Cases Listing

Riverside Municipal Division

09/10/2020 4:20:20 PM

Totals For Filed Date From 08/01/2020 To 08/31/2020

Posted Fee Totals For Posted Date From 08/01/2020 To 08/31/2020

Violations Completed-Other Paid By Filed Date

Violations Completed-Other Paid By Filed Date	
Traffic	1
PPC	3
Total Violations Completed-Other Paid:	7



Riverside Municipal Division
 09/10/2020 4:20:20 PM

Filed Or Closed Cases Listing

Posted Fee Totals For Posted Date From 08/01/2020 To 08/31/2020

Fee Code	Fee Description	Paid
CC	COURT COST	\$721.50
CVC2	CRIME VICTIMS CITY2	\$21.83
CVS2	CRIME VICTIMS STATE2	\$420.67
DUI	DUI	\$159.19
DV	DOMESTIC VIOLENCE	\$232.00
FINE	FINE	\$6,981.50
ISF	INMATE SECURITY FUND	\$119.81
SF	SHERIFFS' SURCHARGE	\$177.00
STPT	STATE POLICE TRAINING FUND	\$60.00
TC	TRAINING COST	\$120.00

Report Totals: **\$9,013.50**



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

AGENDA DATE: September 15, 2020
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 City Administrator Brian Koral or his designee to serve as the City’s voting proxy.

RESOLUTION NO. R-2020-084

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 2020 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 2020 annual meeting;

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

THAT City Administrator Brian Koral or his designee is hereby designated and shall act as the City of Riverside Proxy for the 2020 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 City Administrator Brian Koral or his designee to act for the Authority at the 2020 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 City Administrator Brian Koral 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 15th day of September 2020.

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 21st, 2020 at 12:00 pm, in Riverside, Missouri does hereby constitute and appoint City Administrator Brian Koral 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 _____, 2020.

THE CITY OF RIVERSIDE, MISSOURI

By: _____
Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

RESOLUTION NO. R-2020 – 085

A RESOLUTION APPROVING AN AGREEMENT WITH KENNY WEST FOR THE CREATION, PURCHASE, AND SALE OF ARTWORK

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

THAT the Board of Aldermen (“Board”) approves the Agreement with Kenny West for the creation, purchase, and sale of artwork, in substantially the form attached hereto, and authorizes the Mayor to execute the Agreement on behalf of the City; and

FURTHER THAT the Mayor, the City Administrator, Capital Projects and Parks Manager, and other appropriate City officials are hereby authorized to take 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 _____ 2020.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

**AGREEMENT BETWEEN THE CITY OF RIVERSIDE, MISSOURI, AND ARTIST FOR
THE CREATION, PURCHASE, AND SALE OF ARTWORK**

THIS AGREEMENT is made by and between the City of Riverside, Missouri (“City”), and Kenny West (“Artist”), for the City’s purchase of certain original artwork to be created by the Artist (“Artwork”), as more specifically described herein.

WHEREAS, the City believes that public art is a tremendous asset to the community and lends a special sense of identity, creates memorable public places, and conveys a sense of civic purpose; and

WHEREAS, the parties acknowledge that, as reflected by the City of Riverside’s application to the MARC Solid Waste Management District (SWMD) for an art sculpture that educates about recycling that, the City is committed to promoting the cultural, educational, aesthetic, and economic vitality in the City by assembling and integrating art into public places, civic infrastructure, and present and future development, thereby setting the City apart as a distinctive place to visit, live, and do business; and

WHEREAS, the Artist, upon completing the Artwork, wishes to sell the Artwork to the City, and the City wishes to purchase the Artwork from the Artist; and

WHEREAS, the City and the Artist wish to enter into this Agreement to establish the rights and obligations of the parties relating to the Artwork.

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Artist acknowledge and agree that the Artist agrees to create and sell to the City, and the City agrees to purchase from the Artist, the Artwork, subject to the following terms and conditions:

1. **Recitals.** The recitals set forth above: (a) are true and correct as of the Effective Date, as hereafter defined; (b) form the basis upon which the parties negotiated and entered into this Agreement; and (c) reflect the final intent of the parties regarding the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, be given full effect. The parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the parties reflected by the recitals, would not have entered into this Agreement.
2. **Artwork Scope and Specifications.** Pursuant to this Agreement, the Artist is being commissioned to create the Artwork based upon City’s application to the MARC SWMD for an art sculpture that educates about recycling. The parties understand that the Artist will make every effort to create the Artwork in the spirit of the submitted application. The

Artist may make necessary design modifications as the work progresses so long as the general concept and materials remain materially consistent. It is anticipated that the sculpture will be approximately 13' long x 8' tall x an appropriately scaled width. The precedent example for this project is attached as Exhibit B. The Artist shall complete the Artwork in time to have it delivered to the City no later than June 30, 2021.

3. **Purchase Price.** The purchase price for the Artwork is \$2,000, payable in two installments of \$1,000 each. The City will provide all of the steel for the sculpture and other necessary materials, not to exceed \$3,000. Upon receipt of the 1st installment payment, Artist shall begin work. Final Payment is conditioned on i) completion of the Artwork; ii) inspection and acceptance by the City for conformance with project specifications and iii) receipt by the City of Conservation Record Form information contained in Exhibit A. For Final Payment, the Artist shall be paid no later than thirty days from the date that the payment conditions are satisfied.
4. **Artist's Representations.** The Artist represents and warrants that:
 - a. The Artwork is original, authentic, and was created by the Artist.
 - b. The Artist has full legal right and authority to enter into this Agreement, to make the representations and warranties contained in this Agreement, and to complete the transaction contemplated by this Agreement.
 - c. The Artist is the sole and absolute owner of the Artwork and has good and marketable title to the Artwork, and the Artwork, at the time of transfer of title to the City, is free and clear of all rights, claims, liens, mortgages, security interests, or other encumbrances held by any person or entity.
 - d. The Artwork does not infringe the rights of any person or entity, including trademark, copyright, privacy, or publicity rights.
5. **City's Representations.** The City represents and warrants that:
 - a. During public exhibition of the Artwork, the City will acknowledge the Artist as the creator and will include the Artist's name (or, if requested, pseudonym or designation of anonymity), the title of the Artwork, and the year the Artwork was made.
6. **Ownership and Rights Related to the Artwork.** Upon final payment by the City to Artist, the Artist hereby irrevocably assigns and transfers to the City all right, title, and interest in and to the Artwork, including the entire Copyright.
7. **Warranties.** Artist warrants for a period of one year from the date of acceptance by the City of the Artwork that the Artwork shall be free from defects in material and workmanship. The Artist shall repair or replace at no cost to City any portion of the Artwork

that is found to be defective during the warranty period. City agrees to notify the Artist of any such defect immediately upon discovery.

8. Risk of Loss. Artist assumes all risk of loss or damage to the Artwork prior to acceptance of the Artwork by the City, including during transport to the City. The City assumes all risk of loss or damage to the Artwork after acceptance of the Artwork provided that such loss or damage was not the fault of the Artist.

9. Transportation and Delivery. Transportation and delivery of the Artwork from KT Metalworks shall be the responsibility of the City.

10. Installation, Removal, and Display.

a. The City shall be responsible for installation and removal of the Artwork. Notwithstanding any law to the contrary, Artist agrees that the City may, in its sole discretion, relocate the Artwork or decide not to exhibit the Artwork.

11. Additional Provisions.

a. **Default; Remedies.** If the Artist fails to fulfill in timely and proper manner his or her obligations under this Agreement, or if the Artist shall violate any of the terms of this Agreement, the City shall have the right to sue for specific performance, to immediately terminate this Agreement, to withhold payments and to recover payments previously made. Notwithstanding the above, the Artist shall not be relieved of liability to the City for damages sustained by any breach of this Agreement by the Artist.

b. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing, signed by the parties.

c. **Survival of Agreement Provisions.** The benefits of the representations, warranties, covenants, and indemnities contained in this Agreement shall survive completion of the transaction contemplated by this Agreement.

d. **Review of Agreement.** The parties understand, agree, and represent to each other that they have had the opportunity to retain independent legal counsel to review the terms and conditions of this Agreement before its execution, irrespective of whether they in fact have retained or consulted with such legal counsel.

e. **Waiver.** The failure of the City or the Artist to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right

to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

- f. Applicable Law; Venue.** This Agreement shall be governed by and construed under the laws of the State of Missouri and shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns. Venue shall be exclusive in Platte County, Missouri.
- g. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.
- h. Relationship of the Parties.** This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Artist is an independent contractor to the City.
- i. No Third-Party Rights.** The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.
- j. No Assignment.** The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. Nothing in this section shall prevent Artist from hiring a person or company to transport (or assist in transporting) the Artwork to the City, as is required by Section 9.
- k. Force Majeure.** The City shall grant to the Artist a reasonable extension of time if conditions beyond the Artist's control render timely performance of the Artist's services impossible or impracticable. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.
- l. Effective date.** This Agreement shall be effective as of the last date signed by the parties and shall continue in effect until the City makes payment to the Artist, subject to Section 11.c.
- m. Indemnity.** Artist shall indemnify, protect, defend and hold harmless the City and its officials, employees and agents (each a "Covered Person") from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) ("collectively "Losses") arising from, in connection with or caused by any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist.

Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist.

[Remainder of page intentionally left blank]

ARTIST:

Name: Kenny West

Date: _____

CITY OF RIVERSIDE, MISSOURI:

Kathleen L. Rose

Mayor

Date: _____

ATTEST:

Robin Kincaid
City Clerk

EXHIBIT A
CONSERVATION RECORD FORM

Information to be provided by Artist:

1. **Title of the Artwork.**
2. **Date of the Artwork.**
3. **Subject Matter of the Artwork.**
4. **Artwork Media/Medium.**
5. **Artwork Size and Dimension.**
6. **Brief statement for the Artwork** (including subject/source of inspiration if appropriate).
7. **Description of materials/media.**
 - a. Principal material used in creation.
 - b. Any electrical components used, and if so, their operation?
 - c. Equipment used in creation.
 - d. Describe how final surface was achieved.
 - e. Protective coating (method of application).
8. **Installation.**
 - a. Are there any special installation considerations (e.g., viewing height, measured distance from relative objects, etc.)?
 - b. If the Artwork is comprised of more than one piece requiring special assembly, supply documentation on how to properly install.
 - c. If the Artwork is comprised of more than one element, which is physically separated, please describe each element and where it is to be located (provide photo, map, or sketch).
9. **External factors.** Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken (e.g.

direct sunlight, extremes of annual rain or snowfall, temperature, air moisture or dryness, acidity of rainfall, flooding, wind, vibrations, air pollutants, vehicular and/or pedestrian traffic; animal interaction with artwork – potential for nesting, droppings, etc.; human interaction with artwork – touching, sitting, climbing, vandalism).

10. Desired appearance.

- a. Describe in specific terms and, if necessary, with drawings or photographs, the physical qualities for which the City should strive to maintain the artist's intent (e.g. matte rather than glossy luster, color of patina). What may be acceptable alteration in form, surface, texture, coloration as related to natural aging of materials?
- b. If the work is site-specific, describe in detail the relationship of the work to its site, including any significant physical aspects of the site, which if altered, would significantly alter the intended meaning, and/or appearance of the work.

11. Maintenance/Conservation instructions. Provide detailed instructions regarding the methods and frequency of maintenance for the artwork (with observations regarding permanency/durability of materials and techniques).

- a. Routine maintenance (e.g. removal of dust, dirt, maintenance of protective surfaces, tightening, adjusting, oiling: etc.).
- b. Cyclical Maintenance (less frequent and more extensive preventive measures, e.g. disassembly and inspection; reapplication of protective sealers, repainting etc.).
- c. What is the expected life span of this work.

This is "Goby the Fish" located at the W. Bali - Seminyak Hotel. Hotel guests deposit empty plastic bottles and aluminum cans in the Goby fish sculpture. Hotel staff empties the recyclables periodically and takes them to a recycling facility.

This is a precedent example for the Riverside recycling sculpture. The concept for the Riverside sculpture is to fill it one time with recyclable content. It will not be emptied. We will have interpretive signage on or near the fish with facts about plastic waste, recycling, and minimizing single use plastic consumption.



13'

8'

RESOLUTION NO. R-2020-086

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE TOLLING AGREEMENTS AND GRANTING FURTHER AUTHORITY.

WHEREAS, the City of Riverside (the “City”) has initiated audits to determine the existence or extent of possible underpayment of the gross receipts license tax in Chapter 630 of the Municipal Code of the City of Riverside, Missouri by persons or entities subject to such tax operating in the City (“Audits”); and

WHEREAS, the City and Southwestern Bell Telephone Company and New Cingular Wireless PCS, LLC, a/k/a AT&T Mobility, (“AT&T” and together with the City, the “Parties”), along with their affiliates, desire to enter into tolling agreements, as more fully described in Exhibit 1&2 attached hereto (“Southwestern Bell Telephone Company Tolling Agreement” and “New Cingular Wireless PCS, LLC, a/k/a AT&T Mobility”), and the Board finds it in the best interest of the City to enter into such tolling agreements; and

WHEREAS, while conducting Audits, the City may require additional tolling agreements with other persons or entities subject to the City’s gross receipts license tax and the Board finds it in the best interest of the City to enter into such tolling agreements substantially the same as Exhibit 1&2; and

WHEREAS, while conducting the Audits, the City may be required, as authorized by law, to compel by subpoena the production of books, papers, and other evidence for the purpose of investigating the existence or extent of possible underpayment of the gross receipts license tax.

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

THAT the Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City the Southwestern Bell Telephone Company and New Cingular Wireless PCS, LLC, a/k/a AT&T Mobility, (“AT&T” and together with the City, the “Parties”) Tolling Agreements, substantially in the form attached hereto as “Exhibit 1&2,” and the Board hereby further authorizes the Mayor to execute on behalf of the City tolling agreements substantially in the form of Exhibit 1&2 with other persons or entities subject to the City’s gross receipts license tax as required during the Audits.

FURTHER THAT Pursuant to Chapter 630 of the Municipal Code of the City of Riverside, Missouri, among other authorities, the Board hereby authorizes the Mayor and the City Clerk as City License Officer as necessary during the Audits to issue and compel by subpoena the production of such person’s or entity’s books, papers, and other evidence for the purpose of investigating the existence or extent of possible underpayment of the gross receipts license tax.

FURTHER THAT the Board hereby authorizes the Mayor and Special Legal Counsel to take all such further action as may be necessary to carry out the intent of this Resolution and the Audits.

FURTHER THAT the recitals contained above are incorporated in this Resolution as if fully set forth herein.

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

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the _____ day of _____, 2020.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

TOLLING AGREEMENT

THIS TOLLING AGREEMENT (“Agreement”) is made by and between the City of Riverside, Missouri (the “City”) and Southwestern Bell Telephone Company, (“AT&T,” and together with the City, the “Parties”).

Recitals

WHEREAS, the City has a license tax as set forth in Section 630.010 of the Municipal Code of the City of Riverside, Missouri (“License Tax”);

WHEREAS, the City believes there is a possible underpayment of the License Tax by AT&T that the City believes would give rise to certain enforcement actions or claims against AT&T;

WHEREAS, the Parties wish to postpone or avoid the inconvenience, expense, and distraction of possible litigation by the City against AT&T, while fully preserving any rights of the City as to the Tolloed Claims that may exist prior to the Tolling Period (all as defined below in this Agreement) to commence legal action against AT&T, which, but for this Agreement, might otherwise be time-barred or limited in any way by any applicable statute of limitations, laches, and other possible time-bars and defenses based in whole or in part on the time which may elapse during the Tolling Period established herein (all of which time-bars and defenses, including, the statute of limitations and laches, are referred to as “Time Defenses”);

WHEREAS, neither AT&T nor the City, by entering into this Agreement, make any statement as to the merit or extent of merit of any claims, damages or defenses (including the Time Defenses) and the City and AT&T agree that both have the power and authority to enter into this Agreement and no other parties are necessary to join herein in order to toll the statute of limitations and other Time Defenses and make this Agreement enforceable; and,

NOW, THEREFORE, in consideration of the mutual commitments herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms and Conditions

1. With respect to any and all claims, causes of action or remedies of the City, known or unknown, relating to, arising out of, or in connection with the City’s License Tax, including but not limited to claims for delinquent taxes, interest, penalties, and attorney fees, declaratory judgment and injunctive relief, violation of statute, ordinance, or any other claims, offsets, or causes of action whatsoever (collectively, the “Tolloed Claims”), the Parties hereby stipulate that any applicable statute of limitations or other Time Defenses applicable to the Tolloed Claims shall be deemed tolled from the period of March 4, 2020 until the earlier of: (a) the termination of this Agreement by either the City or AT&T in accordance with the terms and conditions of this Agreement; or (b) May 31, 2021, unless extended in writing by the Parties, hereinafter such period to be known as the “Tolling Period.” For purposes of clarity, the tolling of the statute of limitations and other Time Defenses during the Tolling Period shall survive the Tolling Period and any termination hereof, such that any Tolloed Claim which would have been barred or limited in any way by or as a result of any statute of limitations or other Time Defense may be brought by the

City without regard to any expiration of time that occurs during the Tolling Period and AT&T may not hereinafter assert in any action between the Parties or otherwise the expiration of the statute of limitation or other Time Defense occurring during or as to the passage of time within the Tolling Period as a defense to any such Tolled Claim brought by the City. For further clarification, this Agreement is not meant to revive any claim barred or limited by any Time Defenses having run prior to the Tolling Period.

2. The City or AT&T may terminate the Tolling Period by giving the other Party thirty (30) days' prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period. Any applicable statute of limitations or other Time Defenses which apply to the Tolled Claims shall begin to run again from the effective date of termination of the Tolling Period. Prior to expiration or termination of this Agreement, which shall occur upon expiration or termination of the Tolling Period, the City and AT&T agree not to file any cause of action against the other relating to the Tolled Claims.

3. Nothing in this Agreement shall be construed as an admission of any fault, liability or wrongdoing by or relating to any person and nothing herein shall be deemed to limit any obligation or liability of either Party, or any defense other than Time Defense tolled during this Agreement, including during the Tolling Period, that may exist.

4. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts constituting one Agreement. The exchange of copies of this Agreement and of signature pages electronically or by physical delivery of hard copy shall constitute effective execution and delivery of this Agreement.

5. Any and all notices under this Agreement shall be in writing, and shall be addressed and provided to the Parties by email and physical delivery to the following:

To the City: Daniel G. Vogel
Margaret C. Eveker
Cunningham Vogel & Rost, P.C.
333. S. Kirkwood Rd., Suite 300
St. Louis, MO 63122
dan@municipalfirm.com
maggie@municipalfirm.com
Special Legal Counsel
City of Riverside, Missouri

To AT&T: Seth Kaufman
Assistant Vice President - Senior Legal Counsel
AT&T
208 S. Akard St., Room 3153
Dallas, Texas 75202
sk201c@att.com

6. The rights and obligations of the Parties created by this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law.

7. This Agreement may not be amended, modified, or supplemented, except in writing duly executed and delivered by both Parties to this Agreement.

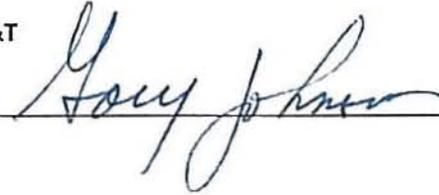
8. This Agreement constitutes the full and complete agreement of the parties concerning the subject matter of the Agreement, and there are no covenants, conditions, or terms other than those expressly set forth in this Agreement.

9. This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date below written.

AT&T

By: _____



Name: Gary Johnson

Title: Vice President- Tax

Date: 5/6/2020

CITY OF RIVERSIDE, MISSOURI

BY: _____

Name: _____

Title: _____

Date: _____

TOLLING AGREEMENT

THIS TOLLING AGREEMENT (“Agreement”) is made by and between the City of Riverside, Missouri (the “City”) and New Cingular Wireless PCS, LLC, a/k/a AT&T Mobility, (“AT&T,” and together with the City, the “Parties”).

Recitals

WHEREAS, the City has a license tax on as set forth in Section 630.010 of the Municipal Code of the City of Riverside, Missouri (“License Tax”);

WHEREAS, the City believes there is a possible underpayment of the License Tax by AT&T that the City believes would give rise to certain enforcement actions or claims against AT&T;

WHEREAS, the Parties wish to postpone or avoid the inconvenience, expense, and distraction of possible litigation by the City against AT&T, while fully preserving any rights of the City as to the Tolloed Claims that may exist prior to the Tolling Period (all as defined below in this Agreement) to commence legal action against AT&T, which, but for this Agreement, might otherwise be time-barred or limited in any way by any applicable statute of limitations, laches, and other possible time-bars and defenses based in whole or in part on the time which may elapse during the Tolling Period established herein (all of which time-bars and defenses, including, the statute of limitations and laches, are referred to as “Time Defenses”);

WHEREAS, neither AT&T nor the City, by entering into this Agreement, make any statement as to the merit or extent of merit of any claims, damages or defenses (including the Time Defenses) and the City and AT&T agree that both have the power and authority to enter into this Agreement and no other parties are necessary to join herein in order to toll the statute of limitations and other Time Defenses and make this Agreement enforceable; and,

NOW, THEREFORE, in consideration of the mutual commitments herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms and Conditions

1. With respect to any and all claims, causes of action or remedies of the City, known or unknown, relating to, arising out of, or in connection with the City’s License Tax, including but not limited to claims for delinquent taxes, interest, penalties, and attorney fees, declaratory judgment and injunctive relief, violation of statute, ordinance, or any other claims, offsets, or causes of action whatsoever (collectively, the “Tolloed Claims”), the Parties hereby stipulate that any applicable statute of limitations or other Time Defenses applicable to the Tolloed Claims shall be deemed tolled from the period of March 4, 2020 until the earlier of: (a) the termination of this Agreement by either the City or AT&T in accordance with the terms and conditions of this Agreement; or (b) May 31, 2021, unless extended in writing by the Parties, hereinafter such period to be known as the “Tolling Period.” For purposes of clarity, the tolling of the statute of limitations and other Time Defenses during the Tolling Period shall survive the Tolling Period and any termination hereof, such that any Tolloed Claim which would have been barred or limited in any way by or as a result of any statute of limitations or other Time Defense may be brought by the

City without regard to any expiration of time that occurs during the Tolling Period and AT&T may not hereinafter assert in any action between the Parties or otherwise the expiration of the statute of limitation or other Time Defense occurring during or as to the passage of time within the Tolling Period as a defense to any such Tolled Claim brought by the City. For further clarification, this Agreement is not meant to revive any claim barred or limited by any Time Defenses having run prior to the Tolling Period.

2. The City or AT&T may terminate the Tolling Period by giving the other Party thirty (30) days' prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period. Any applicable statute of limitations or other Time Defenses which apply to the Tolled Claims shall begin to run again from the effective date of termination of the Tolling Period. Prior to expiration or termination of this Agreement, which shall occur upon expiration or termination of the Tolling Period, the City and AT&T agree not to file any cause of action against the other relating to the Tolled Claims.

3. Nothing in this Agreement shall be construed as an admission of any fault, liability or wrongdoing by or relating to any person and nothing herein shall be deemed to limit any obligation or liability of either Party, or any defense other than Time Defense tolled during this Agreement, including during the Tolling Period, that may exist.

4. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts constituting one Agreement. The exchange of copies of this Agreement and of signature pages electronically or by physical delivery of hard copy shall constitute effective execution and delivery of this Agreement.

5. Any and all notices under this Agreement shall be in writing, and shall be addressed and provided to the Parties by email and physical delivery to the following:

To the City: Daniel G. Vogel
Margaret C. Eveker
Cunningham Vogel & Rost, P.C.
333. S. Kirkwood Rd., Suite 300
St. Louis, MO 63122
dan@municipalfirm.com
maggie@municipalfirm.com
Special Legal Counsel
City of Riverside, Missouri

To AT&T: Seth Kaufman
Assistant Vice President - Senior Legal Counsel
AT&T
208 S. Akard St., Room 3153
Dallas, Texas 75202
sk201c@att.com

6. The rights and obligations of the Parties created by this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law.

7. This Agreement may not be amended, modified, or supplemented, except in writing duly executed and delivered by both Parties to this Agreement.

8. This Agreement constitutes the full and complete agreement of the parties concerning the subject matter of the Agreement, and there are no covenants, conditions, or terms other than those expressly set forth in this Agreement.

9. This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date below written.

AT&T

By: 

Name: Gary Johnson

Title: Vice President- Tax

Date: 5/6/2020

CITY OF RIVERSIDE, MISSOURI

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. R-2020-087

A RESOLUTION AWARDING THE BID FOR LOGO PAINTING ON CITY WATER TOWER AND APPROVING THE AGREEMENT BETWEEN THE CITY AND VIKING INDUSTRIAL PAINTING FOR SUCH PROJECT

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

THAT the proposal of Viking Industrial Painting for the Logo Painting on City Water Tower project in the amount of \$23,900.00 is hereby accepted and approved; and

FURTHER THAT an agreement by and between the City of Riverside and Viking Industrial Painting, 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 of the City of Riverside Missouri the ___ day of September, 2020.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

**AGREEMENT
BETWEEN
CITY OF RIVERSIDE, MISSOURI AND**

Contractor: Viking Industrial Painting

**FOR
COMPLETION OF**

Logo Painting on City Water Tower

ORDINANCE / RESOLUTION NO.: _____

CONTRACT PRICE: \$23,900.00

AGREEMENT BETWEEN CITY OF RIVERSIDE AND CONTRACTOR

THIS AGREEMENT, made and entered into as of the 15th day of September , 20 20 , by and between the City of Riverside, Missouri (“City”), and Viking Industrial Painting (“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 have the respective meanings set forth below. Any capitalized terms used but not defined in this Agreement shall have the meanings given to such terms in the other Contract Documents.

- A. “Administrator” has the meaning set forth in the recitals of this Agreement.

- B. “Application for Payment” has the meaning set forth in Article VI, Paragraph A of this Agreement.

- C. “City” has the meaning set forth in the preamble of this Agreement.

- D. “Change Order” means a change to the Project, which has been approved in accordance with the terms of this Agreement, specifically including, without limitation, the requirements set forth in Article VII of this Agreement.

- E. “Contract Amount” has the meaning set forth in Article III, Paragraph A of this Agreement.

- F. “Contract Documents” has the meaning set forth in Article V, Paragraph A of this Agreement.

- G. “Contractor” has the meaning set forth in the preamble of this Agreement.

- H. “Notice to Proceed” has the meaning set forth in Article IV, Paragraph A of this Agreement.

I. "Project" means the building, facility, and/or other improvements for which Contractor is to provide Work under this Agreement. The Project may also include construction by City or others.

J. "Resident Project Representative" means the following employee of the City of Riverside who shall manage the Project on behalf of the City: Mike Duffy, Director of Community Development.

K. "Subcontractor" means a person, firm or corporation supplying labor and materials or only labor for the Work for, and under separate contract or agreement with, the Contractor.

L. "Substantial Completion" means 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.

M. "Work" or "Work on the Project" means 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 the Scope of Service as contained in the Request for Proposal including the technical specifications for the logos contained therein, 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.

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 Resident Project Representative shall act as the City's representative during the construction period, shall decide questions which may arise as 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 Resident Project Representative may recommend, but cannot approve Change Orders resulting in an increase in time of performance or payments due to Contractor. The Resident Project Representative 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 Resident Project Representative 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 Resident Project Representative, 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, and 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 \$23,900.00. 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. If applicable, 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, 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, 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, no later **90 Calendar Days** from Notice to Proceed. The Contractor will proceed with the Work at such rate of progress to ensure 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.

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. 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. **CONSTRUCTION SCHEDULE.** Promptly after the execution of this Agreement, and in any event before commencing performance of the Work, Contractor shall submit to City for approval a construction schedule that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Upon City’s written approval of the schedule, Contractor shall comply with it unless directed by City to do otherwise. Contractor shall update the schedule on a monthly basis or at more frequent appropriate intervals if required by the conditions of the Work and the Project. With each Application for Payment under Article VI of this Agreement, Contractor shall submit an updated, current schedule. Neither the original schedule nor any update shall exceed time limits for the entire Project under the Contract Documents.

E. **PHOTOGRAPHS OF PROJECT.** The Contractor shall furnish photographs of the Project site in the number, type, and stage as enumerated below. Pictures shall be taken from the same elevation so the building letters.

1. Pre-Painting photos - minimum of 15 digital shots
2. Painting photos of significant changes - minimum of 15 digital shots

3. Post Painting photos - minimum of 15 digital shots

F. **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.

G. **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 the 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

H. **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 Resident Project Representative 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.

I. **SHOP DRAWINGS.** If applicable, Contractor shall submit to Resident Project Representative 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 Resident Project Representative. 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 Resident Project Representative'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 Resident Project Representative 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. Resident Project Representative'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 Resident Project Representative.

J. 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 Resident Project Representative. 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.

K. INSPECTION AND TESTING OF MATERIALS. If applicable, 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 Resident Project Representative timely notice of readiness. The Contractor will then furnish the Resident Project Representative the required certificates of inspection, testing approval. Inspections, tests or approvals by the Resident Project Representative or others shall not relieve the Contractor from the obligation to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative and the City's representatives 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 Resident Project Representative it must, if requested by the Resident Project Representative, be uncovered for the Resident Project Representative's observation and replaced at the Contractor's expense. If the Resident Project Representative considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Resident Project Representative's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Resident Project Representative may require, that portion of the Work in question, furnishing all necessary labor, materials, tools and equipment.

L. CORRECTION OF WORK. The Contractor shall promptly remove from the Project site all Work rejected by the Resident Project Representative 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 City 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.

M. **SUBSTITUTIONS.** If applicable, 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.

N. **SURVEYS, PERMITS AND REGULATIONS.** If applicable, the Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

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.

O. **SUBSURFACE CONDITIONS.** If applicable, the Contractor, before bidding the Project, 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. 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. Any claim of the Contractor for adjustment hereinafter shall not be allowed unless the required written notice has been given; provided that the City may, if the City determines the facts so justify consider and adjust any such claims asserted before the date of the final payment.

P. 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, are hereby incorporated into this Agreement, and form the entire agreement between City and Contractor, and are referred to as the Contract Documents:

1. Request for Proposal – Logo Painting on City Water Tower
2. Response to RFP (18 pages)
3. AFFIDAVIT OF WORK AUTHORIZATION
4. NOTICE TO PROCEED
5. APPLICATION FOR PAYMENT FORM
6. CHANGE ORDER FORM
7. CERTIFICATE FOR SUBSTANTIAL COMPLETION
8. CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

B. 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 in accordance with the terms hereof in substantially the form attached hereto as an Exhibit (an "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 Payment to the Resident Project Representative. In addition to the amount of payment requested in the Application for Payment, each Application for Payment 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 for Payment 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 for Payment 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 for Payment, or return the Application for Payment 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 the approval of Resident Project Representative and Administrator. Resident Project Representative shall review each Application for Payment and certify for payment such amounts as Resident Project Representative 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 an Application for Payment, 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. Neither Administrator or Resident Project Representative'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 for Payment, 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 Application for Payment 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 a final Application for Payment, all requirements of the Contract Documents are complied with, and Resident Project Representative issues his or her certificate to that effect. City, within thirty (30) days after the delivery of the Certificate, 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 final Application for Payment as claimed by Contractor. All claims not identified in the final Application for Payment are waived. Any payment, however final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents.

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, materialmen 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.

K. Notwithstanding any other provision for payment contained herein, in the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Agreement.

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 coverages and amounts:

1. **COMMERCIAL GENERAL 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 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 \$3,000,000.00
 - 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. **OWNERS PROTECTIVE LIABILITY** – Contractor shall purchase, maintain and deliver to the City for operations of the Contractor of any Subcontractor in connection with execution of the agreement Owner's Protective Liability insurance in the same minimum amounts as required for Commercial General Liability Insurance above.
3. **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 \$3,000,000.00 for each accident.

4. 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 insureds City, its employees, officers, and agents, and any architects, engineers, or other design professionals engaged by or on behalf of City, 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 insureds 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) year 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 insureds 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. To the fullest extent permitted by law, 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 PATENT LIABILITY

Contractor agrees to defend, indemnify, and hold harmless City, its officers, employees and agents from and against any claim, action or suit that may be brought against them for Contractor's infringement of any Letters Patent in the performance of this Agreement or any breach or violation of trademark or proprietary or trade secret rights of others, as well as against any judgments, decrees, damages, costs and expenses sought, adjudicated, or recovered against any of them, on account of any such actual or alleged infringement.

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. Contractor shall allow a mutually agreeable nationally recognized certified public accounting firm to examine, at City's expense, such of Contractor's books and records as may be necessary, in the accountant's reasonable opinion, to verify Contractor's compliance with this Article.

C. No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Agreement or in any part thereof, any material

supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

**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. The following persons are designated by the respective parties to act on behalf of such party and to receive all written notices and Applications for Payment:

If to the City:

Mike Duffy
2950 NW Vivion Rd.
City of Riverside, MO
Riverside, MO 64150
mduffy@riversidemo.com

If to the Contractor:

Name: Serena Stach
Title: Controller
Street Address: PO Box 24162
City, State Zip: Omaha, NE 68124
Email: serena@viptanks.com

B. 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 the address set forth herein, or delivered in person to said party or their authorized representative.

C. 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, all without any liability to Contractor.

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 Resident Project Representative and Administrator, 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, through the Administrator 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 strictly with all federal, state, and local laws, ordinances, rules, regulations, orders, and the like applicable to the Work, including, but not limited to any applicable prevailing wage and prompt payment laws and all U.S. Army Corps of Engineers guidelines, rules, regulations, and criteria for Work within or adjacent to a flood control project area. 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 LABOR STANDARDS PROVISIONS

A. **EXCESSIVE UNEMPLOYMENT.** During periods of excessive unemployment (any month immediately following two consecutive calendar months during which the level of unemployment in the state has exceeded five percent (5%) as measured by the United States Bureau of Labor Statistics) only Missouri laborers (persons who have resided in Missouri for at least thirty days and intend to become or remain Missouri residents) and laborers from non-restrictive states (persons who are residents of a state which has not enacted state laws restricting Missouri laborers from working on public works projects in that state, as determined by the Labor and Industrial Relations Commission), may be employed under the contract, except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City.

B. **UNDERPAYMENT OF WAGES.** In case of underpayment of wages by the Contractor or by any Subcontractors to laborers or mechanics employed by the Contractor or Subcontractor upon the Work covered by this Agreement, the City, in addition to such other rights as may be afforded it under this Agreement shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the City may consider necessary to pay such laborers or mechanics the full amount of wages required by this Agreement. The amount so withheld may be disbursed by the City, for and on account of the Contractor or the Subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

C. **LIMITATIONS ON EMPLOYMENT.** No person under the age of sixteen (16) years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the Work covered by this Agreement.

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. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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 Agreement 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
SEPARATE CONTRACTS

A. The City reserves the right enter into other contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Administrator any defects in such work that render it unsuitable for such proper execution and results.

B. The City may perform additional work related to the Project or the City may enter into other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the City, if the City is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Work with theirs.

C. If the performance of additional work by other contractors or the City is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such addition work. If the Contractor believes that the performance of such additional work by the City or others involves it in additional expense or entitles it to any extension of the contract time the Contractor may make a claim thereof as provided in Article VII.

**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 shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of completion and acceptance of the Work. 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 Agreement. 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, Engineer's 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 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 its 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. Pursuant to Section 292.675 RSMo, 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 which is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date Work on the Project commences. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project. Contractor shall require all of its Subcontractors to comply with the requirements of this Paragraph and 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
RESERVED**

**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**

A. If a dispute arises out of or relates to this Agreement or other Contract Documents, or the breach thereof, and if the dispute cannot be resolved through negotiation, City and Contractor shall first try in good faith to resolve the dispute by mediation before resorting to litigation. Unless City and Contractor agree otherwise, the mediation shall be administered by the American Arbitration Association under its Construction Industry Mediation Rules.

B. 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 this Agreement 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 this Agreement 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:

ATTORNEY:

By: _____

Attorney, _____

COUNTERSIGNED BY:

CITY PURCHASING AGENT:

By: _____

Brian E. Koral
City Administrator

CITY OF RIVERSIDE:

By: _____

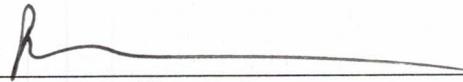
Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

CONTRACTOR:

_ Viking Painting LLC _____

By:  _____
(Signature)

Printed Name: Rory Sudbeck _____

Title: President _____

ATTEST:



SECRETARY, Serena Lee Stock _____
(Name Printed)

**WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo**

STATE OF MISSOURI)
) ss.
COUNTY OF Platte_____)

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).

BEFORE ME, the undersigned authority, personally appeared Rory Sudbeck, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Rory Sudbeck and I am currently the President of Viking Painting LLC (hereinafter "Contractor"), whose business address is PO Box 24162, Omaha, NE 68124, 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 contracted project.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.



Affiant

Rory Sudbeck
Printed Name

Subscribed and sworn to before me this 8th day of Sept, 2016.



Notary Public

SERENA L. STACH General Notary - State of Nebraska My Commission Expires Dec 20, 2023

NOTICE TO PROCEED

DATE: _____

PROJECT: Logo Painting on City Water Tower

ORD / RESO: _____ (approved _____)

TO: Contractor: _____

(address) _____

You are hereby notified to commence work on or after the ____ day of _____, 2020 in accordance with the Agreement dated _____.

The date of substantial completion is / /2020. The project shall be completed and ready for final payment by _____.

CITY OF RIVERSIDE

BY: _____

Brian E. Koral, City Administrator

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY: _____
(Signature) (Printed)

(Title) (Company)

this the _____ day of _____, 2020.

APPLICATION FOR PAYMENT

Continuation Sheet for Application for Payment



City of Riverside
2950 NW Vision Road
Riverside Missouri, 64350

PAY APPLICATION NO. _____

Project No. _____

Project Name _____

Page 1 of 7

Date _____

1	Original Contract Amount	\$ -	Value of Work to Date:	\$ -	- Total amount of actual work that has been completed to date
2	Net change by Change Orders	\$ -	Value of Completed to Date:	\$ -	- Pays for work completed to date + pays for stored materials
3	Present Contract Amount (Line 1 +/- Line 2)	\$ -			
4	Value of Stored Materials to Date:	\$ -	Net Amount:	\$ -	- Value of Completed work to date - retainage
5	Five Percent Retainage:	\$ -	Less Previous Payments:	\$ -	
			Amount Due this Application	\$ -	
			Balance to Finish Project, including Retainage	\$ -	- Present contract amt - Previous payments - amount due this app

CONTRACTOR'S Certification for Payment:
The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER, on account of Work done under the Contract referred to above, have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by current and prior Applications for Payments; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment and said title, claims, security interest and encumbrances (except such as are covered by bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents.

ENGINEER'S Certification for Payment:
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED \$_____.

Construction Manager:
Construction Manager: _____
Name Printed: _____
Signed: _____
Date: _____

ACCEPTED BY CITY OF RIVERSIDE, MO
City Engineer Approved: _____
Travis Hoover Signed Date _____
City _____

Administrator Approved: _____
Greg Mills Signed Date _____

CONTRACTOR: _____
Name Printed: _____
Signed: _____
Date: _____
Address: _____

ENGINEER: _____
Name Printed: _____
Signed: _____
Date: _____
Address: _____

Item	Description of work	Contract		Unit		Contract \$ Amount	Stored Materials	Completed To Date	\$ Completed To Date
		Unit	Quantity	Unit	Bid				
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
						\$			

CHANGE ORDER



CHANGE ORDER NO. _____

Page Number: 1 of _____

Contractor Name: _____

of Pgs Attached: _____

Date Prepared: _____

Project Name: _____
 Project Number: _____
 Contract Date: _____
 Project Location: Riverside, Missouri

The following changes to the original contract amount were required to cover cost incurred by the Contractor or to reflect savings realized by the Contractor as a result of a change in the actual constructed quantities from the estimated quantities shown on the Bid Proposal.

				REQUIRED CHANGES IN PRESENT CONTRACT				
Line Item No.	Contract or Previous Quantity	Contract or Previous Unit Price	Contract or Previous Amount	Unit	Item Description & Reason for Change Order (Please describe item below and then follow with reason for Change Order) 1) Requested by City 2) Unknown Site Conditions 3) Not incorporated in plans/specs	New or Adjusted Quantity	New or Adjusted Unit Price	New or Adjusted Amount
	0.0		\$0.00					\$0.00
			\$0.00	LS				\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
			\$0.00					\$0.00
Previous Total			\$0.00					\$0.00

Adjusted Total
Net Change \$0.00

Statement of Contract	
Original Contract Amount	\$0.00
Net Amount of Previous Additions and Deductions	\$0.00
Net Contract Amount Prior to This Request	\$0.00
Amount of This Request	\$0.00
New Contract Amount	\$0.00
Percent Change in Contract Amount	#DIV/0!

DESIGN ENGINEER:

Company: _____
 Name Printed: _____
 Signed: _____
 Date: _____

CITY OF RIVERSIDE, MISSOURI:

Travis Hoover _____ Signed _____ Date _____
 City Administrator: _____
 Greg Mills _____ Signed _____ Date _____

CONTRACTOR:

CONTRACTOR'S Certification for Change Order:
 The undersigned CONTRACTOR certifies that all changes described above are necessary in order for the CONTRACTOR to proceed with execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.

Company: _____
 Name Printed: _____
 Signed: _____
 Date: _____

ON-SITE PROJECT MANAGER:

ON-SITE PROJECT MANAGER Certification for Change Order:
 In accordance with the Contract Documents, the on-site observations, and the data comprising this change order, the on-site project manager certifies to the Owner that to the best of the on-site project manager's knowledge, information and belief the above referenced changes are necessary in order to proceed with the execution of the contract documents, and that the values stated above are correct with respect to the work anticipated under this change order.

Company: _____
 Name Printed: _____
 Signed: _____
 Date: _____



Certificate of Substantial Completion

(to be completed after substantial completion of the project)

Project Name: Logo Painting on City Water Tower	
Requestor of Project: City of Riverside	

This [tentative] [definite] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the City, Contractor, and the Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between the City and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

The City's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	(Print & Sign)	Date
----------------------	----------------	------

Accepted by Contractor	(Print & Sign)	Date
------------------------	----------------	------

Accepted by the City	(Print & Sign)	Date
----------------------	----------------	------

RESOLUTION NO. R - 2020-083

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2019-2020 AND 2020-2021 WEEKS ENDING SEPTEMBER 4TH AND SEPTEMBER 11TH IN THE AMOUNT OF \$736,956.47.

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 \$736,956.47 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 15th day of September 2020.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



Check Register

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00067	WEX BANK	09/04/2020	EFT	0.00	6,212.71	843
				Total EFT:	<u>6,212.71</u>	

Check Register

Packet: APPKT02124-09/02/20 PREWRITTEN checks

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00057	SHAWNEE MISSION FORD	09/02/2020	Regular	0.00	35,459.00	95022
Total Regular:					<u>35,459.00</u>	

Bank Code USB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	35,459.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	6,212.71
	<u>2</u>	<u>2</u>	<u>0.00</u>	<u>41,671.71</u>



Check Register

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: USB-US Bank						
Payment Type: EFT						
03026	GOOD, TIM	09/10/2020	EFT	0.00	136.50	844
03079	SPENCER, BRANDON	09/10/2020	EFT	0.00	182.52	845
02068	THOMAS, LAURA	09/10/2020	EFT	0.00	44.25	846
Total EFT:					<u>363.27</u>	

Check Register

Packet: APPKT02126-09/09/2020 PREWRITTEN checks

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Regular						
00031	EVERGY	09/09/2020	Regular	0.00	21,939.85	95023
03932	KARR, DARYL	09/09/2020	Regular	0.00	100.00	95024
03559	NEW YORK LIFE	09/09/2020	Regular	0.00	1,036.04	95025
03931	NORTHERN DIVING LLC	09/09/2020	Regular	0.00	1,225.00	95026
03921	ROBINSON, TIFFANY	09/09/2020	Regular	0.00	30.00	95027
03933	WHITTLESEY, KASSY	09/09/2020	Regular	0.00	50.00	95028
Total Regular:					24,380.89	

Bank Code USB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	24,380.89
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	3	0.00	363.27
	9	9	0.00	24,744.16



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: USB-US Bank						
Payment Type: EFT						
01316	AIR CLEANING TECHNOLOGIES, INC	09/17/2020	EFT	0.00	404.00	847
02711	ALL COPY PRODUCTS, INC	09/17/2020	EFT	0.00	309.79	848
00280	BARBER SEWER & DITCHING INC	09/17/2020	EFT	0.00	2,804.30	849
03624	C R GR8, LLC	09/17/2020	EFT	0.00	1,482.00	850
02869	COCKRELL PAVING, LLC	09/17/2020	EFT	0.00	1,950.00	851
00180	DAMON PURSELL CONSTRUCTION C	09/17/2020	EFT	0.00	540.00	852
03579	DEICHLER, LESLIE	09/17/2020	EFT	0.00	504.38	853
00886	ENET, LLC	09/17/2020	EFT	0.00	6,927.31	854
01749	ENNA, JENNIFER	09/17/2020	EFT	0.00	44.25	855
02758	EROSION SPECIALISTS, LLC	09/17/2020	EFT	0.00	4,543.75	856
00131	FELD FIRE	09/17/2020	EFT	0.00	244.00	857
03037	FREELANCE EXCAVATION, LLC	09/17/2020	EFT	0.00	3,272.50	858
00240	H & H SEPTIC SERVICE INC	09/17/2020	EFT	0.00	2,468.96	859
01695	HOUSTON EXCAVATING	09/17/2020	EFT	0.00	12,635.00	860
03617	HOY EXCAVATING, LLC	09/17/2020	EFT	0.00	469,711.88	861
03924	HUSCH BLACKWELL LLP	09/17/2020	EFT	0.00	3,798.00	862
03820	J & A TRAFFIC PRODUCTS, LLC	09/17/2020	EFT	0.00	623.50	863
01536	JAY'S UNIFORMS	09/17/2020	EFT	0.00	131.93	864
00757	K & G STRIPING, INC	09/17/2020	EFT	0.00	1,972.00	865
03183	LEIBRANDS RIVERSIDE AUTO	09/17/2020	EFT	0.00	3,571.04	866
02458	LITTLER MENDELSON, P.C.	09/17/2020	EFT	0.00	192.50	867
02347	LYNCHPIN IDEAS, LLC	09/17/2020	EFT	0.00	5,500.00	868
02016	MISSOURI ONE CALL SYSTEM, INC	09/17/2020	EFT	0.00	187.50	869
00037	MR MAT LLC	09/17/2020	EFT	0.00	422.65	870
00725	MUNICIPAL EMERGENCY SERVICES,	09/17/2020	EFT	0.00	1,321.14	871
00441	NATIONAL FIRE SUPPRESSION	09/17/2020	EFT	0.00	205.00	872
02714	P1 GROUP, INC	09/17/2020	EFT	0.00	8,700.92	873
00093	QUALITY PLUMBING INC	09/17/2020	EFT	0.00	1,961.74	874
02100	REJIS COMMISSION	09/17/2020	EFT	0.00	812.43	875
03665	ROOFLINK, LLC	09/17/2020	EFT	0.00	3,000.00	876
03935	SERG ELECTRIC	09/17/2020	EFT	0.00	1,500.00	877
02543	STUBLER, SCOTT	09/17/2020	EFT	0.00	44.25	878
01095	SYNERGY SERVICES, INC	09/17/2020	EFT	0.00	232.00	879
02992	U S FARATHANE, LLC	09/17/2020	EFT	0.00	5,237.23	880
01685	WILLIAMS & CAMPO, P.C.	09/17/2020	EFT	0.00	5,800.00	881
01179	YMCA OF GREATER KANSAS CITY	09/17/2020	EFT	0.00	45,778.26	882
Total EFT:					598,834.21	

Check Register

Packet: APPKT02128-09/15/2020 RESO checks

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Regular						
00060	BOARD OF POLICE COMMISSIONERS	09/15/2020	Regular	0.00	777.24	95029
02479	BUDGET DIRECTOR SHERIFFS FUND	09/15/2020	Regular	0.00	177.00	95030
01079	CARD SERVICES	09/15/2020	Regular	0.00	58,668.94	95031
	Void	09/15/2020	Regular	0.00	0.00	95032
	Void	09/15/2020	Regular	0.00	0.00	95033
	Void	09/15/2020	Regular	0.00	0.00	95034
	Void	09/15/2020	Regular	0.00	0.00	95035
	Void	09/15/2020	Regular	0.00	0.00	95036
	Void	09/15/2020	Regular	0.00	0.00	95037
	Void	09/15/2020	Regular	0.00	0.00	95038
	Void	09/15/2020	Regular	0.00	0.00	95039
	Void	09/15/2020	Regular	0.00	0.00	95040
	Void	09/15/2020	Regular	0.00	0.00	95041
	Void	09/15/2020	Regular	0.00	0.00	95042
	Void	09/15/2020	Regular	0.00	0.00	95043
	Void	09/15/2020	Regular	0.00	0.00	95044
	Void	09/15/2020	Regular	0.00	0.00	95045
02852	COMPLETE OFFICE SOLUTIONS INC	09/15/2020	Regular	0.00	125.00	95046
01837	CUNNINGHAM, VOGEL & ROST, P.C.	09/15/2020	Regular	0.00	412.85	95047
01282	EMBASSY LANDSCAPE GROUP, INC	09/15/2020	Regular	0.00	1,525.00	95048
02475	ICMA-RC VANTAGEPOINT	09/15/2020	Regular	0.00	1,256.32	95049
03697	MACQUEEN EMERGENCY GROUP	09/15/2020	Regular	0.00	2,119.00	95050
00989	MISSOURI DEPT OF REVENUE	09/15/2020	Regular	0.00	420.67	95051
00989	MISSOURI DEPT OF REVENUE	09/15/2020	Regular	0.00	60.00	95052
03228	NORTH KANSAS CITY POLICE DEPAR	09/15/2020	Regular	0.00	100.00	95053
03770	NUESYNERGY, INC	09/15/2020	Regular	0.00	191.25	95054
01040	OFFICE DEPOT, INC	09/15/2020	Regular	0.00	274.84	95055
01456	PTS	09/15/2020	Regular	0.00	228.00	95056
03944	SMITH, MIACA	09/15/2020	Regular	0.00	75.00	95057
01004	TYLER TECHNOLOGIES, INC	09/15/2020	Regular	0.00	3,755.85	95058
01208	WOODARD WELDING	09/15/2020	Regular	0.00	1,539.43	95059
Total Regular:					71,706.39	

Bank Code USB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	50	17	0.00	71,706.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	14	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	68	36	0.00	598,834.21
	118	67	0.00	670,540.60

BILL NO. 2020-040

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE PARK HILL SCHOOL DISTRICT

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

SECTION 1 – AGREEMENT APPROVED. That the Riverside Board of Aldermen hereby approves the Memorandum of Understanding with the Park Hill School District, attached hereto in its substantial form, relating to the School Resource Officer, and the Board further authorizes the Mayor to sign on behalf of the City.

SECTION 2 – AUTHORITY GRANTED. The Mayor, the City Administrator, Police Chief 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 this ____ day of September 2020.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

Park Hill School Resource Officer Memorandum of Understanding

This Memorandum of Understanding (MOU) is being executed between the City of Riverside, Missouri (City) and the Park Hill School District (PHSD) for the position of School Resource Officer (SRO) in the Park Hill School District. The organizations agree to abide by the terms and provisions of this MOU.

This MOU shall be effective for the 2020-2021 school year. A participating organization can terminate its agreement by providing a thirty-day written notice to the other organization.

PURPOSE AND MISSION:

The collective mission of the organizations will be to promote the health, safety, and welfare of PHSD students by maintaining an SRO in the district. This officer will conduct and participate in prevention and awareness education and interact with staff and students to promote a positive, safe, and secure educational environment.

GENERAL AGREEMENT:

The participating organizations, when mutually agreed upon by all participants, seek grant funding to assist with funding in the SRO position. In the event grant funding is secured, funding will be divided pursuant to the terms of the grant and according to the below formula during months when grant funding is not provided, unless terms of the grant require otherwise. In the event grant funding is not secured, the participating organizations agree to fund the salary and benefit portions of the SRO position based on the formula below.

For the 2020-2021 school year, PHSD is responsible for paying \$27,517 towards the SRO's salary. This amount represents one half of the SRO's salary over the school year (a 9-month period). The City is responsible for the remainder of the SRO's yearly salary.

COMPOSITION:

City agrees to assign one commissioned Police Officer, as staffing allows, to the PHSD to serve on a full-time basis, during normal school year, as an SRO for the Park Hill South High School campus. City and the PHSD each agree to designate a member of their administrative staffs to serve as liaisons between the two organizations and to coordinate the activities and functions of the SRO.

City shall select the Officer to serve as an SRO, subject to PHSD approval. The selection of the Officer will be made from current or prospective employees of the City and will be solely the employee of the City. In the event an Officer selected for an SRO position does not or cannot perform in a manner satisfactory to the City and/or the PHSD, a replacement can be assigned as soon as a qualified officer is available.

DUTIES AND RESPONSIBILITIES:

The duties and responsibilities of the SRO will be agreed upon mutually by the City and the PHSD and will consist of, but not be limited to, the following:

- a. Conduct and participate in drug and alcohol prevention and awareness education for students and faculty.
- b. Conduct and participate in school violence prevention and awareness training for students and faculty.
- c. Receive training regarding diversity, mental health, and social-emotional learning at least annually.
- d. Assist school officials with safety and security suggestions.
- e. Interact with students and faculty to promote a positive and secure learning environment.
- f. Enforce applicable federal, state, and local laws.
- g. When appropriate, serve as a liaison between the City, PHSD and outside law enforcement jurisdictions/agencies.
- h. Comply with all applicable laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), and PHSD policies, including but not limited to Board Policies JO (Student Records) and JFG (Interrogations, Interviews, and Searches).

REPORTING AND COMMUNICATIONS:

- a. The SRO shall forward a monthly activity report to the PHSD Director of Safety and Security at the beginning of each month.
- b. The City and PHSD shall communicate and work collaboratively to ensure appropriate and effective reporting of crimes occurring on PHSD property. PHSD shall comply with the reporting obligations of the Missouri Safe Schools Act.
- c. PHSD and City shall communicate and work collaboratively during criminal investigations to avoid confusion and ensure appropriate and effective processing of cases.
- d. In addition to a building administrator, the Director of Safety and Security shall be notified promptly when an SRO is out of the building due to sick leave or vacation.

MANAGEMENT/SUPERVISION:

The SRO will operate under the management and polices/procedures of the City. The PHSD agrees to appoint an assistant principal, or someone of higher authority, as a representative to coordinate the day to day functions and duties of the SRO. The PHSD may provide information regarding the performance of the SRO for purposes of SRO’s evaluations, which will be conducted by the City. When possible, the SRO will assist faculty members with the promotion and administration of PHSD policies/procedures. In the event a PHSD policy/procedures conflicts with or contradicts federal/state law, the SRO will follow and enforce the applicable federal/state law. At no time will the SRO administer disciplinary action to a student on behalf of the PHSD or City. Disciplinary action of the SRO will be the sole responsibility of the City.

GRANT ADMINISTRATION:

The City agrees to fiscally administer all grant funds received for this project, which includes, but is not limited to, the completion and submission of all required reports. The PHSD agrees to provide the City with the information and statistics necessary to complete these reports.

The City acknowledges and agrees that any funds received from PHSD and/or from grant funding shall not supplant any funds budgeted for positions and equipment other than the SRO position in the City.

VEHICLE:

The SRO’s vehicle and equipment costs are the responsibility of the City.

WORK SPACE/EQUIPMENT:

The PHSD agrees to provide the SRO with a secure work area, telephone and computer for the completion of reports, assignments, projects, lesson plans, etc.

WORK SCHEDULE/OVERTIME/TRAINING:

Normally, the work schedule for the SRO, while classes are in session will be daytime hours, Monday-Friday. However, special events sponsored by the PHSD may require the SRO to work some evenings/weekends. During times when the PHSD is not in regular session, the SRO will report to the City for work assignments. The SRO will work a schedule consistent with the normal work schedule of the City. The SRO’s City supervisor shall be made aware of any variations in the normal work schedule established for the SRO, including special events. Overtime will be kept to a minimum and must receive prior approval by the SRO’s City supervisor. The City agrees to cover the cost of required overtime. Rescheduling for the SRO may occur during a work period. The SRO’s City supervisor must approve all rescheduling. The PHSD representative appointed to coordinate the day to day functions of the SRO and the City supervisor shall agree on the time the rescheduling shall take place. Sick leave and vacation taken by the SRO must receive prior approval from the City supervisor. It will be the responsibility of the SRO to notify the City supervisor and the PHSD representative prior to sick leave and vacation being taken.

From time to time, events sponsored by or related to the City such as training, firearm qualifications, etc., will require the attendance of the SRO. The City agrees to limit, when possible, the amount of time the SRO is required to attend department related events during the normal established work schedule. The City agrees to notify the PHSD representative of upcoming department events that require the presence of the SRO. PHSD agrees to cover the cost of training and related expenses that is specifically related to the Officer's responsibilities as an SRO.

DRESS CODE:

The required code of dress for the SRO during working hours will be the approved official uniform of the City. This uniform requires that the SRO wear the department approved service weapon at all times.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals on the 10th day of September, 2020.

PHSD:


Dr. Jeanette Cowherd
Superintendent

City:

Kathleen L. Rose
Mayor

ATTEST:

Robin Kincaid, City Clerk

RESOLUTION NO. R-2020-088

A RESOLUTION ACCEPTING THE PROPOSAL FROM MYSIDEWALK, INC. TO DEVELOP THE RIVERSIDE OPERATING SYSTEM

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

THAT the Board of Aldermen accepts and approves mySidewalk, Inc.'s proposal (attached) in the initial amount of \$18,400 to develop the Riverside Operating System, and the Mayor is authorized to sign the proposal on behalf of the City; and

FURTHER THAT the Mayor is authorized to sign on behalf of the City the Software-As-A-Service Agreement with mySidewalk, Inc. in a form approved by the City Attorney; 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 of the City of Riverside Missouri the ___ day of September, 2020.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

SOFTWARE-AS-A-SERVICE AGREEMENT

This Software-as-a-Service Agreement (“**Agreement**”) is made and entered into as of _____, 20____ (“**Effective Date**”), by and between mySidewalk, Inc., a Delaware corporation (“**Company**”), and (“**Customer**”).

WHEREAS, Company has developed and hosts the Solution (as defined below), which is accessed and used by Company’s customers.

WHEREAS, Customer desires to access and use the Solution, and Company is willing to permit Customer to access and use the Solution, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Definitions. Capitalized terms used but not otherwise defined in the section of the Agreement in which they are introduced will have the meanings set forth below:

a. “**Authorized User**” means a person employed by Customer using the Solution on Customer’s behalf that has (i) been assigned a unique user identifier, email address, and secure authentication method to access the Solution, (ii) registered online to access and use the Solution, and (iii) accepted any and all current Acceptable Use Policies for the Solution.

b. “**Company Marks**” means the name, trademarks, and logos of Company.

c. “**Confidential Information**” means any non-public information, including but not limited to technical, operational, and other proprietary data and information, regardless of form (whether oral, written, electronic, or other media). “Confidential Information” does not include any information that (i) is or becomes publicly available other than as a result of a breach of this Agreement; (ii) was already known to the Receiving Party on a non-confidential basis prior to being furnished to the Receiving Party by the Disclosing Party; (iii) became available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or a representative of the Disclosing Party if such source, to the Receiving Party’s knowledge, is neither subject to any prohibition against transmitting the information to the Receiving Party nor bound by a confidentiality agreement with the Disclosing Party; or (iv) is independently developed by the Receiving Party or such party’s representatives without use of, reference to, or reliance on the Disclosing Party’s Confidential Information, as proven by competent evidence.

d. “**Customer Data**” means the data that is owned by the Customer prior to the Effective Date that is input into or stored by the Solution.

e. “**Customer Marks**” means the name, trademarks, and logos of Customer.

f. **“Derivative Works”** means works created by or on behalf of Customer containing visual, textual, data, or informational elements from or inspired by and similar to elements of the Solution.

g. **“Disclosing Party”** means the party disclosing Confidential Information.

h. **“Enriched Data”** means the data that is produced, transformed, packaged, or enriched by the Solution.

i. **“Exported Assets”** means content and instruments obtained through use of the Solution that are no longer hosted by Company. These assets include but are not limited to data files, imagery, maps, charts, text, portable digital documents, and printed documents.

j. **“Intellectual Property Rights”** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

k. **“Published Assets”** means content and instruments created or updated within the Solution and hosted by Company. These assets include but are not limited to reports, dashboards, widgets, and embeddable content.

l. **“Receiving Party”** means the party receiving Confidential Information from a disclosing party.

m. **“Services”** means the application of process, technique, supervision, coordination, communication, training, or documentation by Company’s staff or third-party staff operating on Company’s behalf to provide or operate the Solution

n. **“Software”** means any Company or third-party software used by Company to provide or operate the Solution.

o. **“Solution”** means the Software, Services, Enriched Data, and Published Assets provided or hosted by Company, as set forth in more detail on one or more attached statements of work (each a “Scope of Work”).

ARTICLE 2

SOLUTION

2.1 **Solution.** Subject to Customer’s compliance with the terms and conditions of this Agreement, Company will provide the Solution in accordance with and subject to the service level agreement set forth in Exhibit B (the **“Service Level Agreement”**). During the Term of this Agreement, Company grants Customer a non-exclusive, non-transferable, non-sublicensable license to access and use the Solution, solely for Customer’s internal business purposes, and such access and use to the Solution is expressly limited to Customer’s Authorized Users.

2.2 Modifications. Company owns all right, title and interest in and to the Solution. Company intends to add, improve, and update features, assets, security, and/or delivery of the Solution over time and as such the Solution may be modified from time to time. All modifications remain the sole property of Company.

2.3 Restrictions. Customer shall not attempt to interfere with or disrupt the Services or the Software or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Solution). Customer shall not allow access to or use of the Solution by anyone other than Authorized Users. Customer shall not: (a) copy, modify or distribute any portion of the Services, Software, Published Assets, Exported Assets, or Enriched Data (except as explicitly authorized in Sections 3.3); (b) disassemble, extract, decompile or otherwise reverse engineer the Services, Software, Published Assets, Exported Assets, or Enriched Data; (c) rent, lease, or provide access to the Solution on a timeshare or service bureau basis; or (d) transfer any of its rights hereunder (except as specified in Section 10.8).

2.4 Acceptable Use Policies. Customer acknowledges and agrees that Company may, but is not required to, monitor or police communications or data transmitted through the Solution and that Company shall not be responsible for the content of any such communications or transmissions. Customer shall use the Solution exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others. Customer shall not use the Solution to transmit any bulk unsolicited commercial communications. Customer shall keep confidential and not disclose to any third parties, and shall ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications, account numbers and account profiles. Customer acknowledges that the Solution is not designed, intended, or authorized for use in hazardous or mission-critical circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control systems, or weapons control systems, or where failure could lead to death, personal injury or environmental damage. Customer shall not use the Solution for such purposes or under such circumstances. In addition to the foregoing, Customer shall cause each of its Authorized Users to accept Company's Acceptable Use Policy prior to accessing and using the Solution for the first time (the "AUP").

2.5 Data Maintenance and Backup Procedures. Company shall follow its archival procedures for Customer Data as described in the Service Level Agreement. In the event of any loss or corruption of Customer Data, Company shall have no obligation to restore the lost or corrupted Customer Data. Company shall not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of Customer Data caused by any third party. COMPANY HAS NO, AND DISCLAIMS ANY, OBLIGATION OR LIABILITY WITH RESPECT TO LOSS OR CORRUPTION OF CUSTOMER DATA.

ARTICLE 3 OWNERSHIP

3.1 Solution. As between Company and Customer, the Solution (and all copies of or copies of subsets of the Solution), and all Intellectual Property Rights therein or relating thereto, are and shall remain the exclusive property of Company. Company shall also retain ownership of any and all modifications, enhancements, or improvements that Company makes to the Solution,

including but not limited to any such developments made to achieve the functionality required in the applicable Scope of Work, any subsequent change orders, or this Agreement. In the event that the Customer is deemed to own any right, title, or interest in or to the Solution or any modifications, enhancements, or improvements made thereto, Customer hereby irrevocably assigns all of such right, title, and interest to Company, and must execute any documents that may be necessary to effect such assignment.

3.2 Customer Data. Except as otherwise set forth herein, as between Company and Customer, the Customer Data, and all Intellectual Property Rights therein, are and shall remain the exclusive property of the Customer. Customer hereby grants Company a non-exclusive, sublicensable, non-transferable (except as permitted under Section 10.8) license to use Customer Data to provide the Solution, to create the Enriched Data, to perform Company's obligations under this Agreement and any Scope of Work, or for any other legitimate business purpose. Customer represents and warrants that Customer has all rights, consents, and authority necessary for Customer's collection, use, and processing of the Customer Data and Company's use of Customer Data consistent with the license rights granted herein.

3.3 Enriched Data and Assets. As between Company and Customer, the Enriched Data, Published Assets, Exported Assets, and all Intellectual Property Rights therein and relating thereto are and shall remain the exclusive property of the Company. In the event that the Customer is deemed to own any right, title, or interest in or to the Enriched Data, Published Assets, or Exported Assets, or any modifications, enhancements, or improvements made thereto, Customer hereby irrevocably assigns all of such right, title, and interest to Company, and must execute any documents that may be necessary to effect such assignment. For the Term of this Agreement, Company grants Customer a non-exclusive, non-sublicensable, non-transferable license to use, reproduce, and share the unmodified versions of the Enriched Data, Published Assets, or Exported Assets. Any and all use, reproduction, or sharing of the Enriched Data, Published Assets, or Exported Assets must not exclude or interfere with any Company Marks, attached licensing, or attached terms of use. Upon expiration or termination of this Agreement, any and all Exported Assets or copies thereof must be destroyed or surrendered to Company.

ARTICLE 4 CUSTOMER OBLIGATIONS

4.1 Cooperation and Assistance. As a condition to Company's obligations hereunder, Customer shall at all times: (a) provide Company with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Company in order to provide the Solution, including, but not limited to, providing Customer Data, authentication credentials, information, and software interfaces to Customer's business applications; (b) provide such personnel assistance and other Customer personnel as may be reasonably requested by Company from time to time; and (c) carry out in a timely manner all other Customer responsibilities set forth in this Agreement.

4.2 Enforcement. Customer shall ensure that all Authorized Users comply with the terms and conditions of this Agreement and the AUP. Customer shall promptly notify Company of any suspected or alleged violation of the terms and conditions of this Agreement and shall cooperate with Company with respect to: (a) investigation by Company of any suspected or

alleged violation of this Agreement and (b) any action by Company to enforce the terms and conditions of this Agreement. Company may suspend or terminate any Authorized User's access to the Solution upon notice to Customer in the event that Company reasonably determines that such Authorized User has violated the terms and conditions of this Agreement or the AUP. Customer shall be liable for any violation of the terms and conditions of this Agreement or AUP by any Authorized User.

4.3 Telecommunications and Internet Services. Customer acknowledges and agrees that Customer's and its Authorized Users' use of the Solution is dependent upon access to telecommunications and Internet services. Customer shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Solution, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Company shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.

4.4 Citation in Derivative Works. Customer must make best efforts to ensure elements of the Solution, Published Assets, or Exported Assets are properly cited in Derivative Works or republications. Citation must be a textual reference to (i) Company or a more accurate author for the element, (ii) the title or description of the document, Published Asset, Exported Asset, or the Solution itself, (iii) acknowledgement of Company as the host of the document, Published Asset, Exported Asset, or the Solution itself, and (iv) the URL the element of document, Published Asset, Exported Asset, or the Solution at which the element was accessed. If the derived elements are figures or visualizations, the citation should be in the caption immediately following the figure. If the derived elements are textual, the citation should immediately follow in text. If the derived elements make up a significant portion of the Derivative Work, the citations should appear as early as reasonable and as a reference list at the end of the Derivative Work.

4.5 Marketing Support. Customer shall comply with reasonable requests of Company to support public relations efforts pertaining to the Solution, which efforts may include: (a) a press release highlighting Customer's purchase or use of the Solution (including any return on investment attained through the Solution); (b) participation in targeted press and analyst interviews highlighting benefits of implementing the Solution; and (c) participation in customer case studies developed by Company and used on the Company website and other collateral. Customer grants to Company a non-exclusive, non-transferable (except as permitted under Section 10.8), limited right to use the Customer Marks in the production of marketing materials, provided that such use is in accordance with Customer's trademark and logo use guidelines that Customer provides to Company. Company will use its commercially reasonable efforts to cooperate with Customer in monitoring use of the Customer Marks. All goodwill developed from such use shall be solely for the benefit of Customer.

4.6 Fees and Payment Terms. Customer will pay Company for the Solution in accordance with the fees and payment terms set forth in each applicable Scope of Work or related change orders. Except as otherwise set forth in a Scope of Work, or if Customer supplies an applicable tax-exempt certificate to Company, all fees are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any

governmental authority (“**Taxes**”) on any amounts payable under this Agreement and the Customer will be responsible for all Taxes. Customer shall pay interest on all late payments, at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Customer shall also reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Customer shall perform its obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Company.

ARTICLE 5 **CONFIDENTIALITY**

5.1 Confidential Information. By virtue of this Agreement, the parties may have access to each other’s Confidential Information. Company Confidential Information includes, without limitation, the Solution and any Software whether in source or executable code, documentation, nonpublic financial information, pricing, business plans, techniques, methods, processes, and the results of any performance tests of the Solution or the Software. ~~The terms and conditions of this Agreement shall be deemed the Confidential Information of both parties and neither party shall disclose such information except to such party’s advisors, accountants, attorneys, investors (and prospective investors), and prospective acquirers as have a reasonable need to know such information, provided that any such third parties shall, before they may access such information, either (a) execute a binding agreement to keep such information confidential or (b) be subject to a professional obligation to maintain the confidentiality of such information.~~

5.2 Use and Nondisclosure. During the Term and for a period of five (5) years after expiration or termination of this Agreement, neither party shall make the other’s Confidential Information available to any third party or use the other’s Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. Each party shall take all reasonable steps to ensure that the other’s Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement, but in no event will either party use less effort to protect the Confidential Information of the other party than it uses to protect its own Confidential Information of like importance. Each party will ensure that any agents or subcontractors that are permitted to access any of the other’s Confidential Information are legally bound to comply with the obligations set forth herein. Notwithstanding the foregoing, Confidential Information may be disclosed as required by any governmental agency, provided that before disclosing such information the Receiving Party must (unless they are not legally permitted to do so) provide the Disclosing Party with sufficient advance notice of the agency’s request for the information to enable the Disclosing Party party to exercise any rights it may have to challenge or limit the agency’s authority to receive such Confidential Information.

ARTICLE 6 **WARRANTY**

6.1 Warranty for Solution. Company warrants that the Solution will provide the functionality set forth in the applicable Scope of Work, and that Company’s delivery of the Solution will meet the requirements set forth in the Service Level Agreement. Company’s sole

and exclusive remedy for any breach of the warranty set forth in this Section 6.1 will be as set forth in the Service Level Agreement.

6.2 Disclaimer. Customer assumes sole responsibility and liability for results obtained from the use of the Solution and for conclusions drawn from such use. Company shall have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to Company by Customer in connection with the Solution or any actions taken by Company at Customer's direction. Company shall have no liability for any claims, losses or damages arising out of or in connection with Customer's or any Authorized User's use of any third-party products, services, software or web sites that are accessed via links from within the Solution. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SOLUTION. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, COMPANY DISCLAIMS ANY WARRANTY THAT THE SOLUTION WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. COMPANY FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SOLUTION AS TO MERCHANTABILITY, ACCURACY OF ANY INFORMATION PROVIDED, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COMPANY FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

ARTICLE 7

TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until all Scopes of Work are expired, unless terminated earlier as provided in this Agreement (the "**Term**").

7.2 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach; provided that the cure period for any default with respect to payment shall be five (5) business days.

7.3 Termination for Insolvency. Subject to Title 11 of the United States Code, if Customer becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it, or makes an assignment for the benefit of any creditor, then Company may terminate this Agreement upon thirty (30) days' written notice.

7.4 Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, Customer's and Authorized Users' right to access and use the Solution including the underlying Software, Enriched Data, Published Assets, Exported Assets, and Services shall immediately terminate, Customer and its Authorized Users shall immediately cease all use of the Solution, and each party shall return and make no further use of any

Confidential Information, materials, or other items (and all copies thereof) belonging to the other party. Also upon expiration or termination of this Agreement, Company shall cease use of the Customer Marks; provided, however, that (a) Company shall have a reasonable time to remove the Customer Marks from promotional materials, (b) Company shall be entitled to exhaust materials printed during the Term that include the Customer Marks, and (c) Company shall not be required to remove any such printed materials from circulation.

7.5 Survival. The rights and obligations of Company and Customer contained in Section 2.8 (Ownership of Solution), Section 4.4 (Citation in Derivative Works), Section 7.4 (Rights and Obligations Upon Expiration or Termination), and Section 7.5 (Survival), and in ARTICLE 3 (Data & Assets), ARTICLE 5 (Confidentiality), ARTICLE 8 (Indemnification), ARTICLE 9 (Limitation of Liability), and ARTICLE 10 (General) shall survive any expiration or termination of this Agreement.

ARTICLE 8 INDEMNIFICATION

8.1 ~~Indemnification by Customer. Customer shall defend (or settle), indemnify, and hold harmless Company, its officers, directors and employees, from and against any liabilities, losses, damages, and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or an Authorized User's use of the Solution; (ii) Customer or any Authorized User has used the Solution in a manner that violates this Agreement or the AUP; or (iii) the Customer Data, or Company's use thereof, infringes the Intellectual Property Rights or other proprietary rights of any third party.~~

ARTICLE 9 LIMITATION OF LIABILITY

9.1 EXCEPT FOR LIABILITY ARISING FROM A BREACH OF SECTION 2.3 OR ARTICLE 5, OR FROM THE PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

9.2 NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO CUSTOMER AND ANY THIRD PARTY IN CONNECTION WITH ANY CLAIM UNDER THIS AGREEMENT OR CUSTOMER'S ACCESS TO AND USE OF THE SOLUTION EXCEED THE FEES PAID UNDER THE APPLICABLE SCOPE OF WORK IN THE SIX MONTH PERIOD PRECEDING THE CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.

ARTICLE 10
GENERAL

10.1 Governing Law.⁺ This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Missouri, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in ~~Kansas City~~, Missouri. Company and Customer hereby agree to submit to the jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding.

Platte County

10.2 Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

10.3 Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be sent to the addresses set forth below or delivered in person. The notices shall be deemed to have been given upon: (a) the date actually delivered in person; (b) the day after the date sent by overnight courier; or (c) three (3) days following the date such notice was mailed by first class mail. Notices may be confirmed by email or fax.

If to Company: 304 W. 8th Street
 Kansas City, MO 64105
 Attention: Stephen Hardy
 Telephone: (816) 256-2002
 Email: finance@mysidewalk.com

If to Customer:

 Attention: _____
 Telephone: _____
 Email: _____

10.4 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

10.5 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each, a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

⁺ ~~NOTE TO MYSIDEWALK: This was governed by Delaware law and had Delaware venue, most likely as a remnant of who drafted it previously. While we don't mind Delaware law, we would prefer not to use Delaware courts. We have currently changed both to be in Kansas City; is that acceptable?~~

10.6 Compliance with Laws. Each party agrees to comply with all applicable laws and regulations with respect to its activities hereunder, including, but not limited to, any export laws and regulations of the United States.

10.7 Relationship Between the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

10.8 Assignment/Successors. Neither party may assign or transfer this Agreement, in whole or in part, without the other party's written consent except that Company may assign or transfer this Agreement in connection with a Change of Control of Company (as defined below) without consent. Any attempted assignment or transfer in violation of this Section will be null and void. "**Change of Control**" means, with respect to Company: (a) the direct or indirect acquisition of either (i) the majority of voting stock of Company or (ii) all or substantially all of the assets of Company, by another entity in a single transaction or a series of transactions; or (b) the merger of Company with another entity. Subject to the foregoing restrictions, this Agreement shall inure to the benefit of the successors and permitted assigns of the parties.

10.9 Entire Agreement. This Agreement, together with the Scope of Works, related change orders, and attached exhibits, constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

10.10 Non-Exclusive Remedies. Except as set forth the applicable Scope of Work and in the Service Level Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

10.11 Equitable Relief. Each party acknowledges that a breach by the other party of any confidentiality or proprietary rights provisions of this Agreement may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

10.12 No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party, except for those referenced in Article 8. Only the parties to this Agreement may enforce it.

10.13 Headings. The headings in this Agreement are for the convenience of reference only and have no legal effect.

10.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly executed, delivered and effective for all purposes.

[Remainder of page left intentionally blank; signatures appear on following page.]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and delivered in its name by a duly authorized officer as of the Effective Date.

CUSTOMER:

Name: _____

Title: _____

Date: _____

Signature: _____

COMPANY:

mySidewalk, Inc.,
a Delaware corporation

Name: _____

Title: _____

Date: _____

Signature: _____

EXHIBIT A
Scope of Work

EXHIBIT B
Service Level Agreement

August 2020 Community Center Report

August Monthly Report

Community Center- No Rentals

Renner Brenner –5

EH Young –9

NON –Membership Programs

- **Senior Dance –No Dances**
- **Cards – No Cards**
- **BYTB – canceled program**

Membership Programs

- **Participation in group exercise classes, open gym and activities in the Community Center: 462**

Riverside Public Works

Reporting Dates August 2020

Cost Summary By Task

Task	Activities	Labor Hours	Labor Cost	Eqp Cost	Mat Cost	Con Cost	Overhead	Total Cost
Bill signing office duties mail	1	0.25	\$10.35	\$10.00	\$0.00	\$0.00	\$0.00	\$20.35
Building Maintenance	6	5.50	\$122.46	\$270.00	\$0.00	\$1.00	\$0.00	\$393.46
Cleaning Vehicles	7	6.00	\$157.31	\$340.00	\$0.00	\$0.00	\$0.00	\$497.31
Comp Time Leave	3	21.00	\$364.09	\$0.00	\$0.00	\$0.00	\$0.00	\$364.09
Debris cleanup at Public Works -	2	4.50	\$113.45	\$210.00	\$0.00	\$0.00	\$0.00	\$323.45
Director Duties	12	85.25	\$3,751.00	\$90.00	\$0.00	\$0.00	\$0.00	\$3,841.00
Doctor Visit	6	21.00	\$367.58	\$0.00	\$0.00	\$0.00	\$0.00	\$367.58
Electrical	5	6.00	\$117.83	\$255.00	\$0.00	\$1.00	\$0.00	\$373.83
Emergency Call Out	2	1.50	\$124.20	\$50.00	\$0.00	\$0.00	\$0.00	\$174.20
Equip Maint	13	25.25	\$694.54	\$1,697.75	\$125.16	\$0.00	\$0.00	\$2,517.45
FINGERPRINTING/BACKGROUND CHECK	1	1.50	\$62.10	\$75.00	\$0.00	\$0.00	\$0.00	\$137.10
Generator Maintenance	1	0.50	\$20.70	\$20.00	\$0.00	\$0.00	\$0.00	\$40.70
Graffiti removal	3	3.00	\$51.12	\$135.00	\$0.00	\$0.00	\$0.00	\$186.12
Grounds Maint.	4	3.25	\$74.91	\$156.00	\$0.00	\$0.00	\$0.00	\$230.91
Heating and Air Conditioning Maint	3	0.00	\$0.00	\$0.00	\$0.00	\$10.50	\$0.00	\$10.50
HVAC in house maintenance	5	10.50	\$429.87	\$450.00	\$0.00	\$0.00	\$0.00	\$879.87
Irrigation check and fix	6	1.25	\$51.75	\$57.50	\$0.00	\$8.00	\$0.00	\$117.25
Meeting	8	14.00	\$572.32	\$330.00	\$0.00	\$0.00	\$0.00	\$902.32
Mosquito Control Larvicide	1	0.50	\$21.35	\$5.00	\$37.98	\$0.00	\$0.00	\$64.33
Mowing	140	414.75	\$8,025.47	\$37,832.00	\$0.00	\$0.00	\$0.00	\$45,857.46
Mowing inspections and monitoring	9	8.00	\$336.40	\$305.00	\$0.00	\$0.00	\$0.00	\$641.40
Office Public Works	23	85.00	\$3,543.70	\$19.00	\$0.00	\$0.00	\$0.00	\$3,562.70
Parks Grounds Maint	1	5.00	\$96.23	\$302.50	\$0.00	\$0.00	\$0.00	\$398.73
Parts Run	13	20.50	\$495.17	\$695.00	\$0.00	\$0.00	\$0.00	\$1,190.17
Plumbing Maintenance	2	4.50	\$92.42	\$175.00	\$0.00	\$0.00	\$0.00	\$267.42
Pool Maintenance	6	18.00	\$369.42	\$470.00	\$0.00	\$0.00	\$0.00	\$839.42
Power Wash	4	9.00	\$153.36	\$405.00	\$0.00	\$0.00	\$0.00	\$558.36
Restroom check and cleanup	13	16.00	\$277.37	\$465.00	\$0.00	\$0.00	\$0.00	\$742.37
Roof Maint.	1	0.00	\$0.00	\$0.00	\$0.00	\$20.70	\$0.00	\$20.70
Shop Maint	3	8.00	\$146.21	\$112.50	\$0.00	\$0.00	\$0.00	\$258.71
Sick	4	8.75	\$159.41	\$0.00	\$0.00	\$0.00	\$0.00	\$159.41
Stock Supplies for Custodians	7	10.50	\$183.21	\$280.00	\$0.00	\$0.00	\$0.00	\$463.21
Storm Cleanup	1	2.00	\$39.95	\$50.00	\$0.00	\$0.00	\$0.00	\$89.95
Street Patching / Maint	2	2.50	\$106.10	\$40.00	\$0.00	\$0.00	\$0.00	\$146.10
Street Signs / Maint	2	2.00	\$34.64	\$50.00	\$0.00	\$0.00	\$0.00	\$84.64
Trail Maint	2	1.50	\$37.74	\$65.00	\$0.00	\$0.00	\$0.00	\$102.74
Transport employees or equipment	10	10.75	\$354.85	\$460.50	\$0.00	\$0.00	\$0.00	\$815.35
Trash Pick Up	29	44.50	\$854.42	\$1,307.50	\$0.00	\$0.00	\$0.00	\$2,161.92
Trash Route Inspection	10	11.25	\$259.64	\$370.00	\$0.00	\$0.00	\$0.00	\$629.64
Tree Trimming	1	1.00	\$16.83	\$0.00	\$0.00	\$0.00	\$0.00	\$16.83
Vacation	7	56.00	\$1,503.52	\$0.00	\$0.00	\$0.00	\$0.00	\$1,503.52
Vegetation Control Spraying	2	2.00	\$34.08	\$52.00	\$0.00	\$0.00	\$0.00	\$86.08
Water feature maint	25	123.00	\$2,978.37	\$3,467.50	\$0.00	\$0.00	\$0.00	\$6,445.87
Weed eating only	4	28.50	\$502.73	\$866.00	\$0.00	\$0.00	\$0.00	\$1,368.73
Tasks:	44	410	1,103.75	\$51,940.75	\$163.14	\$41.20	\$0.00	\$79,853.20

**2020 Riverside Police Department
Activity Report**

PATROL	Reported Part I Crimes	Reported Part II Crimes	Traffic Citations Issued	DUI Arrests	All Other Citations Issued	All Other Arrests Made	Calls For Service	Self Initiated Activities	Reports Written	POP Activities
January	16	32	151	3	8	80	331	632	210	1
February	17	49	234	1	17	111	303	757	219	2
March	25	41	141	3	20	69	279	620	204	1
April	21	23	70	1	13	19	181	397	189	1
May	11	17	146	2	9	34	254	508	150	2
June	14	41	85	1	19	41	319	401	152	2
July	27	37	85	0	16	38	442	531	180	2
August	17	54	159	6	29	45	305	814	208	3
September										
October										
November										
December										
Year Total	148	294	1,071	17	131	437	2,414	4,660	1,512	14

K-9	Searches Conducted		Searches with Positive Results			Mutual Aid	Self Initiated Activities	Calls for Service	Arrests Made	Training Hours
	Schools	Other	Drugs	People	Other					
January	0	2	0	0	0	2	50	30	4	24
February	0	4	3	0	0	2	72	23	6	16
March	1	3	3	0	0	3	35	33	1	16
April	0	1	1	0	0	0	0	0	0	0
May	0	3	1	0	0	5	7	40	1	8
June	0	9	7	0	0	0	8	50	5	8
July	0	2	2	0	0	1	4	55	1	6
August	0	5	3	0	0	0	10	50	0	3
September										
October										
November										
December										
Year Total	1	29	20	0	0	13	186	281	18	81

CRIMINAL INVESTIGATION UNIT	Cases Received	Cases Assigned	Charges Filed		Cases Closed	Cases Submitted to Prosecutor	Charges Declined	Cases Exceptionally Cleared	Reports Written
			State	Municipal					
January	25	25	11	0	6	13	4	5	77
February	18	18	13	0	10	9	2	2	55
March	28	28	15	0	12	15	2	5	66
April	17	17	3	1	7	7	0	1	58
May	11	11	4	1	9	10	2	0	60
June	8	8	11	0	7	3	4	1	40
July	34	34	6	0	7	8	0	2	77
August	49	49	6	0	14	7	4	4	58
September									
October									
November									
December									
Year Total	190	190	69	2	72	72	18	20	491

SCHOOL RESOURCE OFFICER	Arrests	Reports Written	Classes Taught	External Community Relations Activities	POP Activities
January	0	16	0	0	0
February	1	26	0	0	0
March	1	15	4	0	0
April	NA	NA	NA	NA	NA
May	NA	NA	NA	NA	NA
June	NA	NA	NA	NA	NA
July	NA	NA	NA	NA	NA
August	NA	NA	NA	NA	NA
September					
October					
November					
December					
Year Total	2	57	4	0	0

Communications Unit	Admin Telephone Calls Answered	911 Telephone Calls Answered	Warrants Validated	CRNs Issued	Criminal History Checks (REJIS, Mules)	Reports Processed	Background Checks Completed	Pet License Tags Sold	Walk-In Reports Written	Missing Property Validations	
										Autos	Others
January	2,018	328	148	240	56,119	533	11	18	6		
February	2,389	426	180	340	61,565	623	11	7	1	1	138
March	2,017	352	142	238	39,978	770	9	4	2	0	81
April	1,683	253	32	166	20,047	299	14	1	0	4	83
May	1,689	312	94	125	34,393	312	15	0	1	2	82
June	2,066	417	543	167	63,447	1208	20	1	0	5	84
July	2,333	525	408	205	51,270	4748	20	3	2	1	84
August			389	203	65,299	5345	14	1	1	3	83
September											
October											
November											
December											
Year Total	14195	2613	1936	1684	392118	13838	114	35	13	16	635



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

MEMO DATE: September 11, 2020
AGENDA DATE: September 15, 2020
TO: Mayor and Board of Aldermen
FROM: Mike Duffy
RE: Community Development Department August 2020

CODES: Violations Observed: 29
Violations Resolved: 21
Notices Sent: 11
Signs Removed: 6
Citations Issued: 0

PERMITS: Building Residential-3
Commercial-1
Electrical- 2
Fence-1
Right-of-Way-6
Total-13

Animal Control: Animal Complaints: 15
Self-Initiated Calls: 9
Animals Returned to Owner: 0
Impounded Domestic Animals: 5
Impounded Wild Animals: 0
Verbal Warnings: 3
Uniform Citations: 0

P&Z ACTIVITY: None

Riverside Fire Rescue

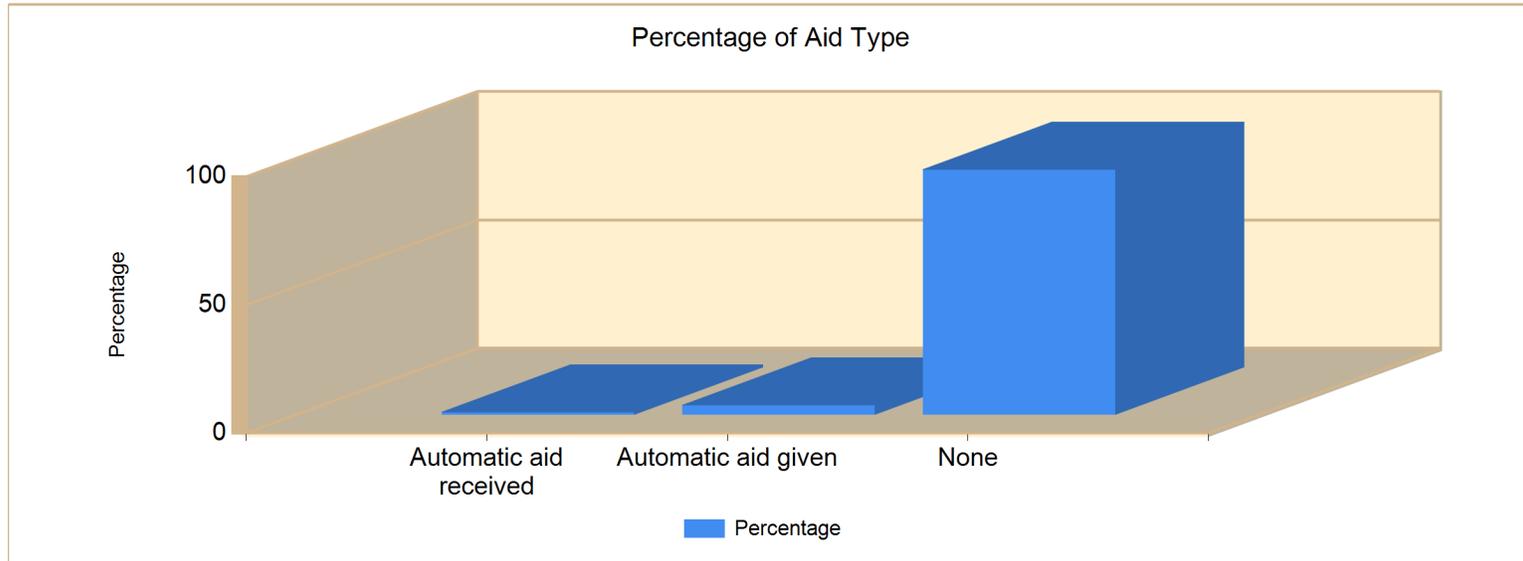
Riverside, MO

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Count of Aid Given and Received for Incidents for Date Range

Start Date: 08/01/2020 | End Date: 08/31/2020



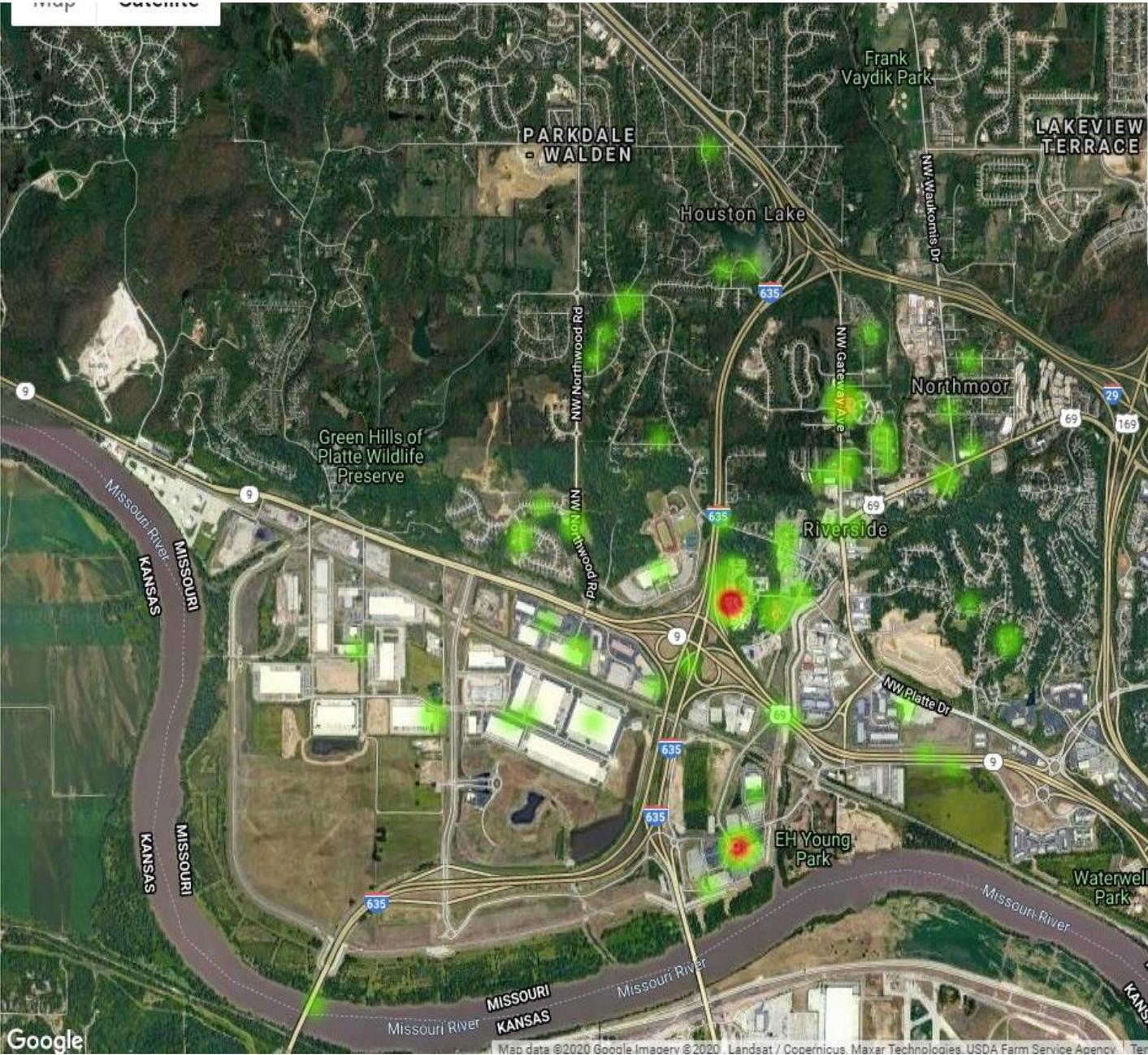
AID TYPE	TOTAL	% of TOTAL
Automatic aid received	1	0.9%
Automatic aid given	4	3.6%
None	105	95.5%

Only REVIEWED incidents included



Aug 2020 Heat map Showing call locations.

The red spots show the area where we ran the majority of our calls.



Riverside Fire Rescue

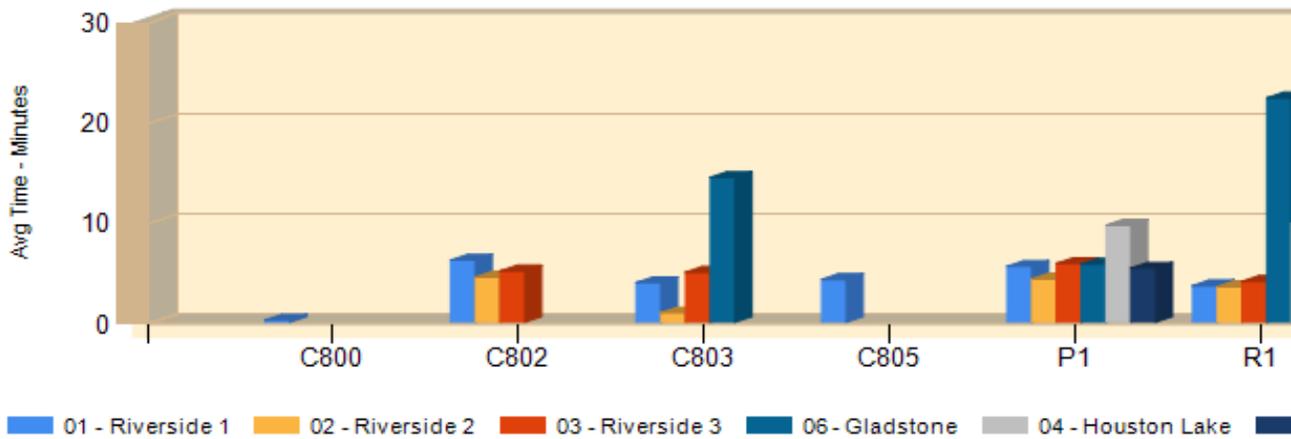
Riverside, MO

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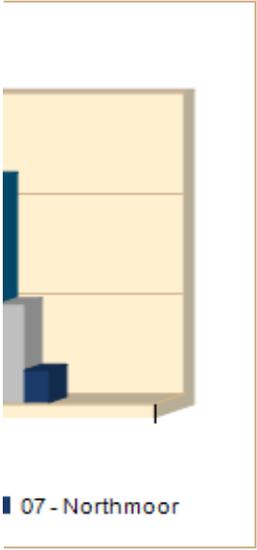
Average Response Time per Apparatus for Zone for Date Range

Zone: All Zones | Start Date: 08/01/2020 | End Date: 08/31/2020

Average Response Time per Apparatus



APPARATUS	AVERAGE RESPONSE TIME in minutes (Dispatch to Arrived)
01 - Riverside 1	
C800	0.17
C802	6.17
C803	3.92
C805	4.25
P1	5.55
R1	3.63
02 - Riverside 2	
C802	4.47
C803	0.92
P1	4.29
R1	3.53
03 - Riverside 3	
C802	5.09
C803	4.97
P1	5.84
R1	4.06
04 - Houston Lake	
P1	9.65
R1	9.8
06 - Gladstone	
P1	5.77
07 - Northmoor	
P1	5.37
R1	3.18



Riverside Fire Rescue

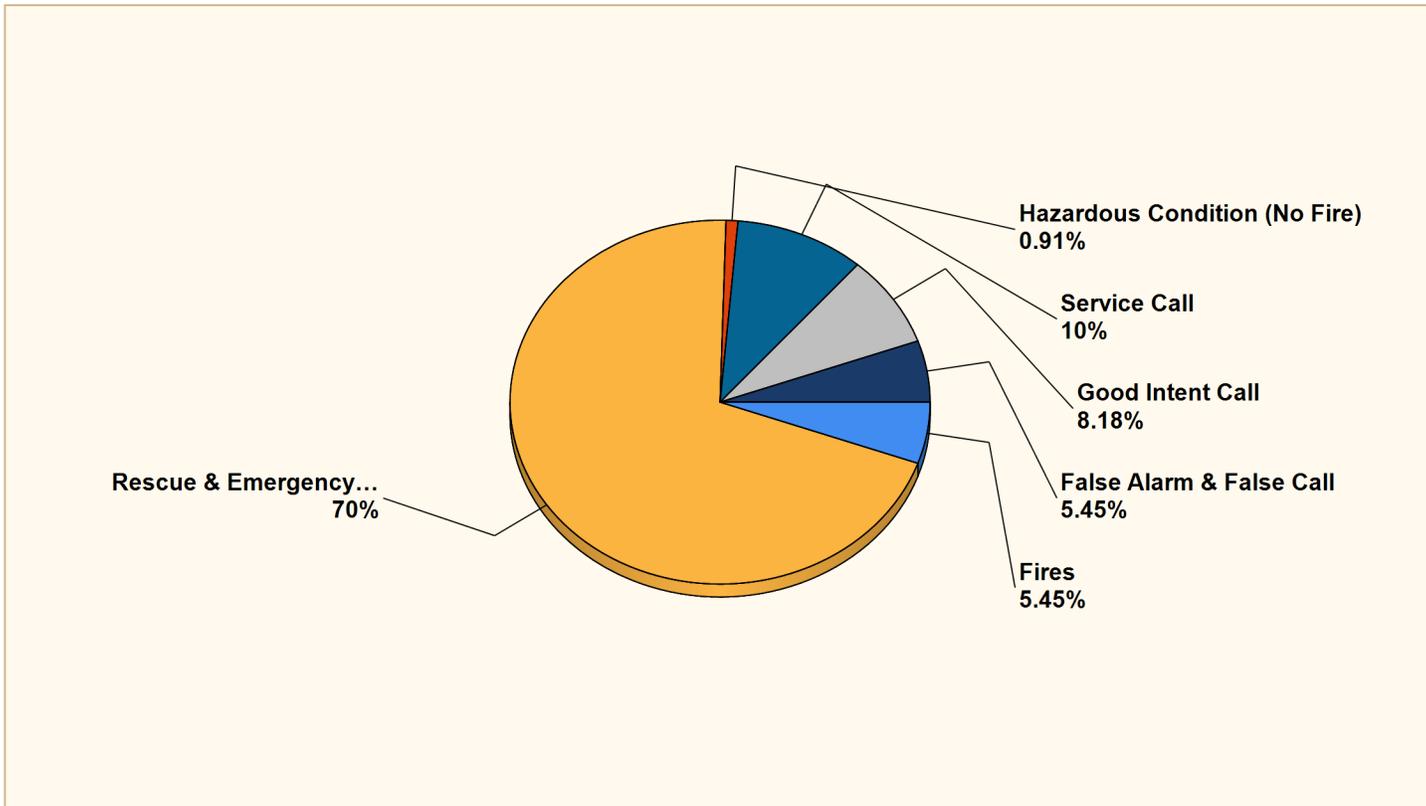
Riverside, MO

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 08/01/2020 | End Date: 08/31/2020



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	5.45%
Rescue & Emergency Medical Service	77	70%
Hazardous Condition (No Fire)	1	0.91%
Service Call	11	10%
Good Intent Call	9	8.18%
False Alarm & False Call	6	5.45%
TOTAL	110	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	3	2.73%
113 - Cooking fire, confined to container	1	0.91%
118 - Trash or rubbish fire, contained	2	1.82%
311 - Medical assist, assist EMS crew	8	7.27%
320 - Emergency medical service, other	1	0.91%
321 - EMS call, excluding vehicle accident with injury	64	58.18%
322 - Motor vehicle accident with injuries	2	1.82%
324 - Motor vehicle accident with no injuries.	2	1.82%
400 - Hazardous condition, other	1	0.91%
522 - Water or steam leak	4	3.64%
542 - Animal rescue	3	2.73%
551 - Assist police or other governmental agency	1	0.91%
554 - Assist invalid	2	1.82%
561 - Unauthorized burning	1	0.91%
611 - Dispatched & cancelled en route	5	4.55%
622 - No incident found on arrival at dispatch address	3	2.73%
651 - Smoke scare, odor of smoke	1	0.91%
732 - Extinguishing system activation due to malfunction	1	0.91%
735 - Alarm system sounded due to malfunction	2	1.82%
741 - Sprinkler activation, no fire - unintentional	1	0.91%
745 - Alarm system activation, no fire - unintentional	2	1.82%
TOTAL INCIDENTS:	110	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Riverside Fire Rescue

Riverside, MO

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Inspections by Zone by Inspection Type by Inspection

Start Date: 08/01/2020 | End Date: 08/31/2020

ZONE: 01

INSPECTION TYPE	COMPLETED INSPECTIONS	NO VIOLATIONS NOTED
Accept testing Emergency Lighting	1	1
Fan acceptance testing	2	2
Inspection General	1	1
Plan Review General	1	1
TOTAL	5	5

ZONE: 03

INSPECTION TYPE	COMPLETED INSPECTIONS	NO VIOLATIONS NOTED
Accept Testing Flush Under Ground	2	2
Inspection Under ground fire mains	4	4
Plan Review Fire Sprinkler System	1	1
TOTAL	7	7

ZONE: No Zone

INSPECTION TYPE	COMPLETED INSPECTIONS	NO VIOLATIONS NOTED
Food Truck Inspection	1	1
TOTAL	1	1

GRAND TOTAL	13	13
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Riverside Fire Rescue

Riverside, MO

This report was generated on 9/10/2020 9:50:59 AM



Count of Overlapping Incidents for Date Range

Start Date: 08/01/2020 | End Date: 08/31/2020

# OVERLAPPING	% OVERLAPPING	TOTAL
24	21.82	110

OVERLAPPING INCIDENT DETAILS					
ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
8/2/2020					
8/2/2020 9:21:15 AM	8/2/2020 9:31:53 AM	2020-0782	321	HQ-Riverside Fire Department	Riverside 1
8/2/2020 9:31:42 AM	8/2/2020 9:50:41 AM	2020-0783	321	HQ-Riverside Fire Department	Riverside 3
8/4/2020					
8/4/2020 9:20:49 PM	8/4/2020 9:37:07 PM	2020-0791	321	HQ-Riverside Fire Department	Riverside 1
8/4/2020 9:31:55 PM	8/4/2020 10:10:10 PM	2020-0792	321	HQ-Riverside Fire Department	Riverside 1
8/9/2020					
8/9/2020 8:40:51 PM	8/9/2020 9:07:30 PM	2020-0812	745	HQ-Riverside Fire Department	Riverside 3
8/9/2020 8:44:57 PM	8/9/2020 9:03:25 PM	2020-0815	732	HQ-Riverside Fire Department	Riverside 1
8/9/2020 8:53:01 PM	8/9/2020 9:23:07 PM	2020-0813	735	HQ-Riverside Fire Department	Riverside 1
8/9/2020 9:03:25 PM	8/9/2020 9:15:03 PM	2020-0814	745	HQ-Riverside Fire Department	Riverside 1
8/9/2020 10:24:45 PM	8/9/2020 11:59:54 PM	2020-0818	522	HQ-Riverside Fire Department	Riverside 2
8/9/2020 11:42:32 PM	8/10/2020 12:52:04 AM	2020-0819	522	HQ-Riverside Fire Department	Riverside 3
8/13/2020					
8/13/2020 3:21:32 PM	8/13/2020 3:47:06 PM	2020-0835	321	HQ-Riverside Fire Department	Riverside 1
8/13/2020 3:45:06 PM	8/13/2020 3:58:24 PM	2020-0836	400	HQ-Riverside Fire Department	Riverside 2
8/19/2020					
8/19/2020 11:18:39 AM	8/19/2020 11:36:50 AM	2020-0847	321	HQ-Riverside Fire Department	Riverside 2
8/19/2020 11:25:39 AM	8/19/2020 11:34:42 AM	2020-0848	554	HQ-Riverside Fire Department	Riverside 1
8/20/2020					
8/20/2020 10:29:02 PM	8/20/2020 11:13:00 PM	2020-0851	111	HQ-Riverside Fire Department	Gladstone
8/20/2020 11:11:19 PM	8/20/2020 11:24:00 PM	2020-0852	611	HQ-Riverside Fire Department	Gladstone
8/20/2020 11:27:04 PM	8/21/2020 12:02:33 AM	2020-0853	111	HQ-Riverside Fire Department	Gladstone
8/20/2020 11:51:08 PM	8/21/2020 12:06:30 AM	2020-0854	311	HQ-Riverside Fire Department	Riverside 2

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.



OVERLAPPING INCIDENT DETAILS

ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
8/25/2020					
8/25/2020 8:26:23 PM	8/25/2020 9:03:31 PM	2020-0867	118	HQ-Riverside Fire Department	Riverside 1
8/25/2020 8:45:37 PM	8/25/2020 8:56:02 PM	2020-0868	551	HQ-Riverside Fire Department	Northmoor
8/27/2020					
8/27/2020 5:02:23 PM	8/27/2020 5:34:28 PM	2020-0872	321	HQ-Riverside Fire Department	Riverside 1
8/27/2020 5:09:04 PM	8/27/2020 5:36:46 PM	2020-0873	320	HQ-Riverside Fire Department	Riverside 1
8/31/2020					
8/31/2020 10:46:42 AM	8/31/2020 11:03:40 AM	2020-0888	651	HQ-Riverside Fire Department	Riverside 2
8/31/2020 11:03:16 AM	8/31/2020 11:16:22 AM	2020-0889	321	HQ-Riverside Fire Department	Riverside 1

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.



Riverside Fire Rescue

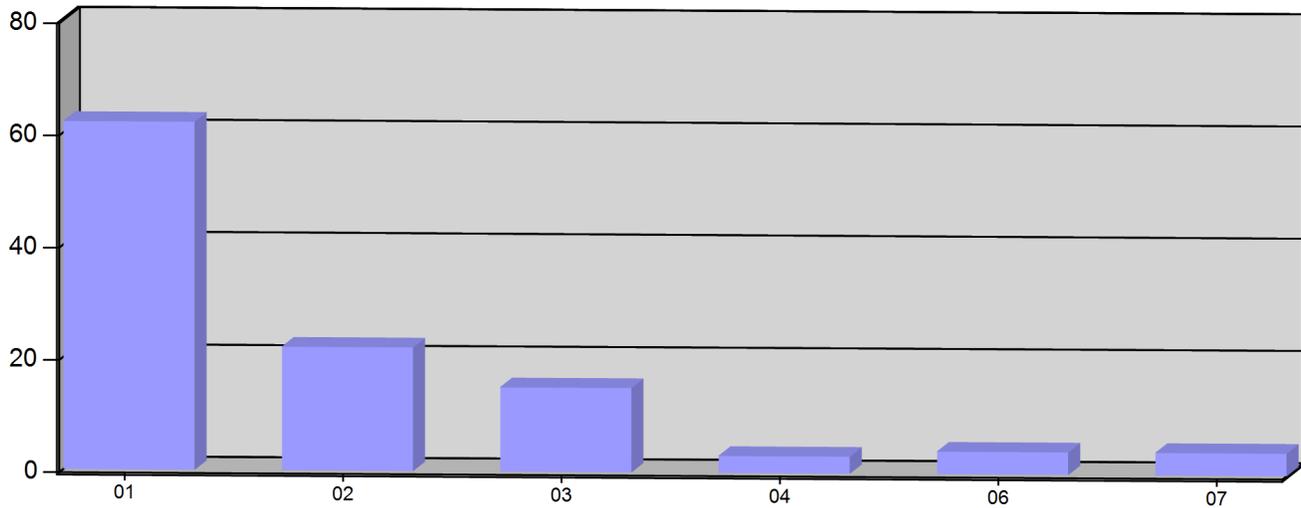
Riverside, MO

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Incident Count per Zone for Date Range

Start Date: 08/01/2020 | End Date: 08/31/2020



ZONE	# INCIDENTS
01 - Riverside 1	62
02 - Riverside 2	22
03 - Riverside 3	15
04 - Houston Lake	3
06 - Gladstone	4
07 - Northmoor	4
TOTAL:	110

Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included. Archived Zones cannot be unarchived.



Riverside Fire Rescue

Riverside, MO

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Incident Statistics

Start Date: 08/01/2020 | End Date: 08/31/2020

INCIDENT COUNT		
INCIDENT TYPE	# INCIDENTS	
EMS	77	
FIRE	33	
TOTAL	110	
PRE-INCIDENT VALUE		LOSSES
\$0.00		\$0.00
CO CHECKS		
TOTAL		
MUTUAL AID		
Aid Type	Total	
Aid Given	4	
Aid Received	1	
OVERLAPPING CALLS		
# OVERLAPPING	% OVERLAPPING	
24	21.82	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
HQ-Riverside Fire Department	0:04:32	0:09:00
AVERAGE FOR ALL CALLS		0:05:00
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
HQ-Riverside Fire Department	0:01:24	0:02:00
AVERAGE FOR ALL CALLS		0:01:40
AGENCY	AVERAGE TIME ON SCENE (M)	
Riverside Fire Rescue	18:23	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = #

Riverside Fire Rescue

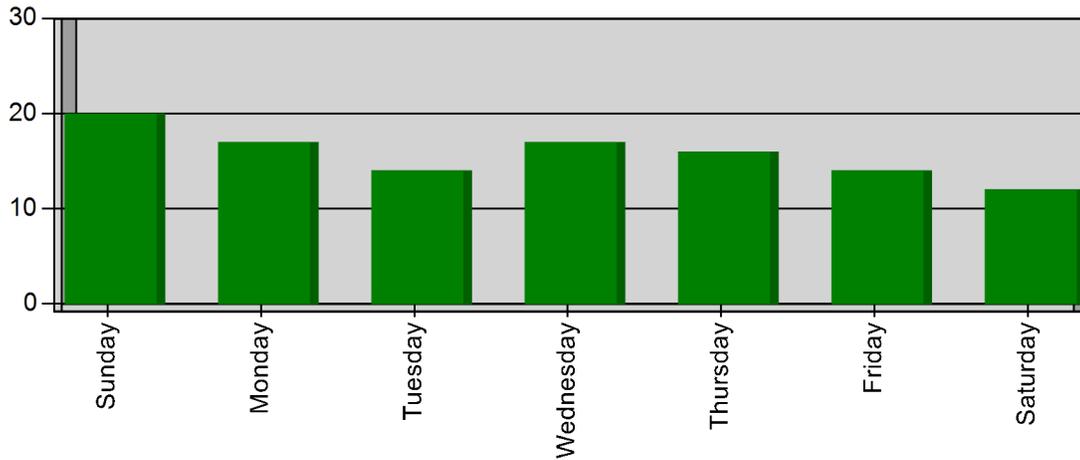
Riverside, MO

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Incidents by Day of the Week for Date Range

Start Date: 08/01/2020 | End Date: 08/31/2020



DAY OF THE WEEK	# INCIDENTS
Sunday	20
Monday	17
Tuesday	14
Wednesday	17
Thursday	16
Friday	14
Saturday	12
TOTAL	110

Only REVIEWED incidents included



Riverside Fire Rescue

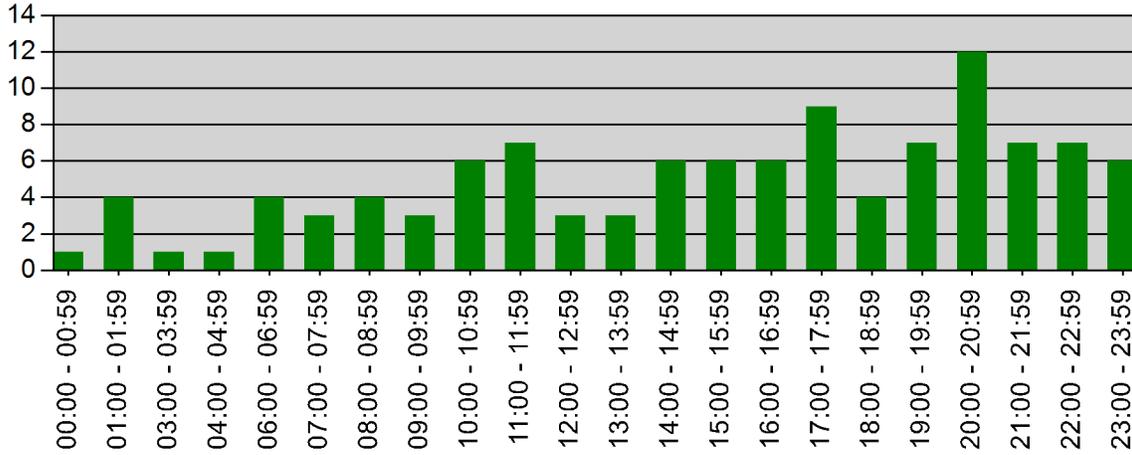
Riverside, MO

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Incidents by Hour for Date Range

Start Date: 08/01/2020 | End Date: 08/31/2020



Hour	# of CALLS
00:00 - 00:59	1
01:00 - 01:59	4
03:00 - 03:59	1
04:00 - 04:59	1
06:00 - 06:59	4
07:00 - 07:59	3
08:00 - 08:59	4
09:00 - 09:59	3
10:00 - 10:59	6
11:00 - 11:59	7
12:00 - 12:59	3
13:00 - 13:59	3
14:00 - 14:59	6
15:00 - 15:59	6
16:00 - 16:59	6
17:00 - 17:59	9
18:00 - 18:59	4
19:00 - 19:59	7
20:00 - 20:59	12

Only REVIEWED incidents included



HOURL	# of CALLS
21:00 - 21:59	7
22:00 - 22:59	7
23:00 - 23:59	6

Only REVIEWED incidents included



Riverside Fire Rescue

Riverside, MO

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Code Hours Summary per Training Code For Date Range

Training Code(s): All Training Codes | Start Date: 08/01/2020 | End Date: 08/31/2020

Total Training Hours	
Totals for all Training Codes 8/1/2020 - 8/31/2020	



435

Riverside Fire Rescue

Riverside, MO

This report was generated on 9/10/2020 9:50:13 AM



Incident Count for All Calls (All Statuses) for Agency for Date Range

Start Date: 08/01/2020 | End Date: 08/31/2020

AGENCY	# INCIDENTS
Riverside Fire Rescue	110

This report includes all Incomplete, Complete and Reviewed Incidents for all incident types, NOT just Reviewed Incidents.

