

Upstream from ordinary. **BOARD OF ALDERMEN MEETING** RIVERSIDE CITY HALL 2950 NW VIVION ROAD RIVERSIDE, MISSOURI 64150 **TENTATIVE AGENDA** JUNE 2, 2015 **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(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

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

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

610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected

REGULAR SESSION (7:00 p.m.)

Call to Order Roll Call Pledge of Allegiance

Public Comments - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding <u>agenda</u> and <u>non-agenda</u> items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a <u>Public Hearing</u> 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.

1. CONSENT AGENDA

LEGISLATIVE SESSION

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 May 19, 2015.

R-2015-025: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2014-2015 WEEK ENDING MAY 22ND AND MAY 29TH IN THE AMOUNT OF \$164,402.68. Point of Contact: Finance Director Donna Oliver.

R-2015-026: A RESOLUTION AUTHORIZING THE PURCHASE OF A CURRENCY TRACKING SYSTEM. Point of Contact: Major Chris Skinrood.

REGULAR AGENDA

- 1. **Public Hearing:** Public hearing to consider a request for a Special Use Permit for outdoor storage at 2709 NW Platte Road, in the City of Riverside, Platte County, Missouri. (Opened on 05-19-15 and continued to 06-02-15)
 - a) First Reading: Bill No. 2015-040: AN ORDINANCE GRANTING A SPECIAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO STERLING CONSTRUCTION FOR OUTDOOR STORAGE IN THE COMMERCIAL (C-1) DISTRICT ON PROPERTY LOCATED AT 2709 NW PLATTE ROAD. Point of Contact: Community Development Director Mike Duffy.
- First Reading: Bill No. 2015-043: AN ORDINANCE AUTHORIZING AND APPROVING THE SPECIFICATIONS FOR THE CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE FOR WHAT IS KNOWN AS THE BABRA PROJECT. Point of Contact: City Engineer Travis Hoover.
- 3. First Reading: Bill No. 2015-044: AN ORDINANCE APPROVING AN AGREEMENT WITH THE CITY OF HOUSTON LAKE, MISSOURI FOR FIRE, RESCUE AND MEDICAL FIRST RESPONSE SERVICE. Point of Contact: Fire Chief Gordon Fowlston.
- 4. First Reading: Bill No. 2015-045: AN ORDINANCE APPROVING AN AGREEMENT WITH THE CITY OF NORTHMOOR, MISSOURI FOR FIRE, RESCUE AND MEDICAL FIRST RESPONSE SERVICE. Point of Contact: Fire Chief Gordon Fowlston.
- First Reading: Bill No. 2015-046: AN AMENDMENT TO SECTION 2 OF THE ORDINANCE AUTHORIZING THE EMPLOYMENT OF CLAYTON SEALS AS A FULL-TIME FIRE FIGHTER IN THE DEPARTMENT OF PUBLIC SAFETY AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE. Point of Contact: City Administrator Greg Mills.
- First Reading: Bill No. 2015-047: AN AMENDMENT TO SECTION 2 OF THE ORDINANCE AUTHORIZING THE EMPLOYMENT OF SETH JOHNSTON AS A FULL-TIME FIRE FIGHTER IN THE DEPARTMENT OF PUBLIC SAFETY AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE. Point of Contact: City Administrator Greg Mills.
- 7. First Reading: Bill No. 2015-048: AN ORDINANCE APPROVING A WORK ZONE ENFORCEMENT PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION. Point of Contact: Major Chris Skinrood.

- 8. First Reading: Bill No. 2015-049: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT BY AND AMONG BABRA, L.L.C., GOLDEN LAKE, LLC, AND THE CITY OF RIVERSIDE, MISSOURI. Point of Contact: Special Counsel Joe Bednar.
- 9. R-2015-027: A RESOLUTION ADOPTING THE FISCAL YEAR 2015-2016 ANNUAL BUDGET FOR THE CITY OF RIVERSIDE, MISSOURI. Point of Contact: Finance Director Donna Oliver.
- 10. R-2015-028: A RESOLUTION AUTHORIZING, APPROVING AND RATIFYING CHANGE ORDER 4 TO THE AGREEMENT BY AND BETWEEN TENOCH CONSTRUCTION INC FOR 2013-14 STREET MAINTENANCE PROJECT (313-013) RESULTING IN A REVISED CONTRACT AMOUNT OF \$488,827.05 FOR SUCH PURPOSES. Point of Contact: City Engineer Travis Hoover.
- 11. **Motion** to approve Temporary Picnic Liquor License Contingent upon State of Missouri Approval Scottish Highland Games, June 12 14, 2015. Point of Contact: City Clerk Robin Littrell.
- 12. Communication from City Administrator
 - a) **Department Reports**
 - i. Community Development
 - Horizons CID Discussion
 - Dangerous Structures
 - ii. Engineering
 - iii. Finance
 - iv. Public Safety
 - v. Public Works
 - vi. Levee Board Report
- 13. Communication from Mayor

14. Communication from Board of Aldermen

15. Motion to Adjourn

Robin Littrell, City Clerk

Posted '05.29.15 at 4:00 p.m.

Gregory P. Mills, City Administrator

MINUTES REGULAR MEETING BOARD OF ALDERMEN RIVERSIDE, MISSOURI Tuesday, May 19, 2015 6:30 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, May 19, 2015.

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

Also present were City Administrator Greg Mills, and City Clerk Robin Littrell, Community Development Director Mike Duffy, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Fire Chief Gordon Fowlston, Community Development Assistant Sarah Wagner, and Finance Director Donna Oliver. Also attending were City Attorney Paul Campo and Special Counsel Joe Bednar.

MOTION TO ENTER INTO CLOSED @ 6:31 P.M.	Alderman Thatcher moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, RSMo 610.021 (2) Leasing, Purchase or sale of real estate, and RSMo 610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected, second by Alderman Biondo. Yes: Thatcher, Biondo, Bowman, Pruett, Super, and Homer. Motion carried 6-0.
MOTION TO ADJOURN CLOSED @ 7:00 P.M.	Alderman Thatcher moved at 6:56 p.m. to adjourn closed session with no action taken, second by Alderman Biondo. Yes: Thatcher, Biondo, Super, Homer, Pruett, and Bowman. 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 Art Homer, Frank Biondo, Al Bowman, Chet Pruett, Aaron Thatcher, and Ron Super.

Also present were City Administrator Greg Mills, City Clerk Robin Littrell, Community Development Assistant Sarah Wagner, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Fire Chief Gordon Fowlston, Police Captain Mike Costanzo, Community Development Director Mike Duffy, Finance Director Donna Oliver, Major Chris Skinrood, and Police Officer Cari Terpening. Also present was City Attorney Paul Campo.

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT	No comments were made. Mayor Kathy Rose welcomed Gavin Wagner with Troop 495, here with his father, Robert Wagner.
PRESENTATION	Dr. Kerry Roe, Matt Wachel, Katherine Whitaker, Raelynne Schriber, Kevin O'Connor, Tina Weiblemaier, and Janet Riley were present to review the year for the Beyond the Bell program.
CONSENT AGENDA	Alderman Thatcher moved to approve the consent agenda as presented, second by Alderman Biondo. Yes: Thatcher, Biondo, Super, Bowman, Pruett, and Homer. Motion carried 6-0.
MINUTES OF 05-05-15	Alderman Thatcher moved to approve the minutes of the May 05, 2015 meeting, second by Alderman Biondo. Yes: Thatcher, Biondo, Super, Bowman, Pruett, and Homer. Motion carried 6-0.
MINUTES OF 05-09-15	Alderman Thatcher moved to approve the minutes of the May 09, 2015 meeting, second by Alderman Biondo. Yes: Thatcher, Biondo, Super, Bowman, Pruett, and Homer. Motion carried 6-0.
MINUTES OF 05-12-15	Alderman Thatcher moved to approve the minutes of the May 12, 2015 meeting, second by Alderman Biondo. Yes: Thatcher, Biondo, Super, Bowman, Pruett, and Homer. Motion carried 6-0.
APRIL 2015 Court Report	Alderman Thatcher moved to approve the April 2015 Court Report, second by Alderman Biondo. Yes: Thatcher, Biondo, Super, Bowman, Pruett, and Homer. Motion carried 6-0.
RESOLUTION 2015-021 Bill Pay	Alderman Thatcher moved to approve Resolution 2015-021 authorizing the expenditure of funds for fiscal year 2014- 2015, for weeks ending May 8 th and May 15 th in the amount of \$224,614.70, second by Alderman Biondo. Yes: Thatcher, Biondo, Super, Bowman, Pruett, and Homer. Motion carried 6-0.
RESOLUTION 2015-022 2015-2016 Janitorial Renewal	Alderman Thatcher moved to approve Resolution 2015-022 authorizing the city to extending the contract for janitorial services with Town & Country Building Services, second by Alderman Biondo. Yes: Thatcher, Biondo, Super, Bowman, Pruett, and Homer. Motion carried 6-0.

Cowell Ins. 2015-2016 Renewal	Alderman Thatcher moved to approve Resolution 2015-023 authorizing the purchase of property and equipment insurance from Cowell Insurance Group for renewal at \$61,010.00, second by Alderman Biondo. Yes: Thatcher, Biondo, Bowman, Super, Homer, and Pruett. Motion carried 6-0.
Contract Riverside Chamber	Alderman Thatcher moved to approve Resolution 2015-024 authorizing the City to enter into a services contract with the Riverside Area Chamber of Commerce, second by Alderman Biondo. Yes: Thatcher, Biondo, Bowman, Super, Homer, and Pruett. Motion carried 6-0.
REGULAR AGENDA	
SUP – 2709 NW Platte Road	Mayor Rose asked to open the public hearing at 7:19 p.m. to consider a request for a Special Use Permit for outdoor storage located at 2709 NW Platte Road, in the City of Riverside, Platte County, Missouri. Community Development Assistant Sarah Wagner explained this request and showed pictures of location and need. The Planning Commission had unanimously approved the SUP with a few special conditions. Following discussion by the Board Mayor Rose asked for any further comments and hearing none, requested a motion to continue the Public Hearing at the next meeting. Alderman Thatcher moved to continue the Public Hearing for the SUP located at 2790 NW Platte Road, Riverside, Missouri to the next regular meeting, second by Alderman Bowman. Yes: Thatcher, Bowman, Biondo, Super, Homer, and Pruett. Motion carried 6-0.
PUBLIC HEARING 4102 NW Riverside Street	Mayor Rose asked to open the public hearing at 7:24 p.m. to consider request for a Special Use Permit for outdoor storage located at 4102 NW Riverside Street, in the City of Riverside, Platte County, Missouri. Community Development Assistant Sarah Wagner reviewed the request for the SUP located at the former Zep location. The Planning Commission had unanimously approved this request. Mayor Rose asked for any further comments and hearing none, closed the Public Hearing at 7:27 p.m.
	City Clerk Robin Littrell gave first reading of Bill No. 2015-041. Alderman Biondo moved to accept first reading and place Bill No. 2015-041 on second and final reading, second by Alderman Thatcher. Yes: Biondo, Thatcher, Homer, Bowman, Pruett, and Super. Motion carried 6-0.

	Alderman Thatcher moved to approve Bill 2015-041 and enact said bill as ordinance, second by Alderman Biondo. Yes: Thatcher, Biondo, Pruett, Bowman, Super, and Homer. Motion carried 6-0.
BILL NO. 2015-042 Property Sale to Premium Waters	City Clerk Robin Littrell gave first reading of Bill No. 2015-042. Alderman Thatcher moved to accept first reading and place Bill No. 2015-042 on second and final reading, second by Alderman Homer. Yes: Thatcher, Homer, Biondo, Super, Pruett, and Bowman. Motion carried 6-0. Alderman Biondo moved to approve Bill 2015-042 and enact said bill as ordinance, second by Alderman Thatcher. Yes: Biondo, Thatcher, Bowman, Pruett, Homer, and Super. Motion carried 6-0.
CITY ADMINISTRATOR	City Administrator Greg Mills informed the Board and Mayor of the opportunity that Captain Mike Costanzo has for leadership training for the Senior Level Executives for State and Local Government at the John F. Kennedy School of Government at Harvard University in Cambridge, MA. He also received a scholarship to pay almost half of the expense. He will give a briefing upon his return from this training. Mills reminded the Board of the code change regarding the traffic engineer, which is now City Engineer Travis Hoover, and he will explain the realignment and traffic flow at the new QuikTrip.

COMMUNITY DEVELOPMENT Nothing to report.

ENGINEERING	City Engineer Travis Hoover showed a PowerPoint map of the traffic flow for the new QuikTrip and the driveways for the old QuikTrip when it is occupied, creating safer flows for traffic. All expenses will come from the street maintenance fund. Hoover then discussed the Northwood Road tree maintenance. PowerPoint pictures were shown. Warranty was explained, location of trees, opinion of professionals from Embassy Landscape, and TCEs were discussed. Staff needs to work with City Attorney Campo to develop options to discuss with the Board about the trees. Hoover then addressed a sink hole reported to Public Works at 1800 45 th Court and the process that will be followed regarding this issue. Reports will be brought to the Board. Construction fencing is to be installed around the hole for safety.
FINANCE	Finance Director Donna Oliver and City Administrator Greg Mills reviewed the changes made to the 2015-2016 budget as Board requested at the budget workshop. Alderman Super raised a few questions regarding the truck for Public Works and the vehicle replacement schedule. Mills reviewed the vehicle replacement schedule and then Public Works Director Tom Wooddell explained

	the benefits to having the new medium duty dump truck replacing the light duty truck. Major Chris Skinrood discussed his vehicle requests and the vehicles being rotated out of the schedule for this budget year. Oliver explained that this presentation will be shown during the Town Hall meeting on Thursday, May 21 st and then passage of the budget will take place at the June 2 nd regular meeting if the Board agrees with the 2015-2016 Budget as presented.
PUBLIC SAFETY	Nothing to report.
PUBLIC WORKS	Nothing to report.
LEVEE BOARD	There will be a meeting tomorrow May 20 th .
MAYOR'S DISCUSSION	Mayor Rose is looking forward to the Town Hall meeting on Thursday, May 21 st . There will be Town Hall meetings on June 4 th in the evening and June 13 th in the morning, to discuss library issues. I attended the MML Board meeting today. We will have the MML West Gate meeting next Thursday, May 28 th .
BOARD OF ALDERMEN	Alderman Biondo – Nothing to report.
	Alderman Thatcher – Mike Duffy and I attended the NRCC monthly meeting today regarding legislative affairs. Good overviews were shared. School is out, so be aware of children outside and near streets.
	Alderman Super – Asked the Community Development Director Mike Duffy if the City was reporting to the Business News paper and he said that staff would contact them.
	Alderman Homer – Nothing to report.
	Alderman Pruett – Nothing to report.
	Alderman Bowman – Nothing to report.
MOTION TO ADJOURN	Alderman Thatcher moved to adjourn the meeting at 8:20 p.m., second by Alderman Biondo. Yes: Thatcher, Biondo, Bowman, Homer, Super, and Pruett. Motions carried 6-0.

MINUTES SPECIAL SESSION BOARD OF ALDERMEN RIVERSIDE, MISSOURI

Thursday, May 21, 2015 6:00 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in special session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Thursday, May 21, 2015.

Mayor Kathy Rose called the meeting to order at 6:00 p.m. Those in attendance were Aldermen Aaron Thatcher, Art Homer, Al Bowman, Chet Pruett, Ron Super, and Frank Biondo.

Also present were City Administrator Greg Mills, City Clerk Robin Littrell, Community Development Assistant Sarah Wagner, Public Works Director Tom Wooddell, Community Development Director Mike Duffy, City Planner Jackie Carlson, City Engineer Travis Hoover, Finance Director Donna Resz, Major Chris Skinrood, Fire Chief Gordy Fowlston, and Executive Assistant Stacey Rasco.

TOWN HALL @ 6:00 P.M. MEETING	Mayor Kathy Rose welcomed those in attendance. At 6:15 p.m. there were PowerPoint slides of graphs high-lighting gaming revenues, TIF revenues, General Fund expenditures, and Debt Service. Due to low attendance there was no further discussion regarding the budget.
	Alderman Aaron Thatcher reported the statistics have proven the funding of the "Beyond the Bell" program has been very beneficial to the students attending.
	It was announced that the pool will not be opening this weekend because of the cool weather.
	Mayor Rose announced that round table meetings will be held on June 4 and June 13 for library discussions.
MOTION TO ADJOURN	The meeting was adjourned at 6:30 p.m.

RESOLUTION NO. R - 2015-025

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2014-2015 WEEK ENDING MAY 22ND AND MAY 29TH IN THE AMOUNT OF \$164,402.68.

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 \$164,402.68 as set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby authorized and approved.

FURTHER THAT the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated therein and the Finance Director is authorized to issue a check therefor to the respective companies, firms, persons in the amounts set forth therein.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the 2nd day of June, 2015.

Mayor Kathleen L. Rose

ATTEST:



By Fund

Payment Dates 05/20/2015 - 05/20/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
TIME WARNER - PUBLIC WOR	040803901 05/15	05/20/2015	CABLE SERVICE	10-331-000-25600	127.08
HUTTON, DREW	05/12/15	05/20/2015	REIMB SECURITY DEPOSIT	10-20010	30.00
AFLAC	082918	05/20/2015	EMPLOYEE PREMIUMS	10-20008	90.40
SAM'S CLUB DIRECT	008473	05/20/2015	SUPPLIES	10-341-100-44522	201.48
PROST, HOWARD A	05/15/15	05/20/2015	SOUND/SUMMER KICK OFF	10-341-100-44400	225.00
ICMA-RC VANTAGEPOINT	40972717	05/20/2015	EMPLOYEE W/H 05/15 PAYRO	10-20006	125.00
ICMA-RC VANTAGEPOINT	40972734	05/20/2015	EMPLOYEE W/H 05/15 PAYRO	10-20006	1,227.40
HEARTLAND STEEL GUITAR AS	05/14/15	05/20/2015	REIMB SECURITY DEPOSIT/KIT	10-20010	50.00
KCMO CITY TREASURER	05/18/15	05/20/2015	MML MEETING/4 ELECTED	10-102-000-36000	120.00
KCMO CITY TREASURER	05/18/15	05/20/2015	MML MEETING/2 STAFF	10-112-000-22910	60.00
NORMAN BUESCHER	05/18/15	05/20/2015	REIMB SECURITY DEPOSIT	10-20010	50.00
SENIOR HELPERS	05/18/15	05/20/2015	LUNCH & LEARN	10-341-100-44400	250.00
KCPL SERVICE PMTS	3823-35-2154 05/15	05/20/2015	2025 VALLEY	10-336-112-25000	714.98
MARTINEZ, MARIA	05/19/15	05/20/2015	REIMB SECURITY DEPOSIT	10-20010	30.00
WILKINS, JANINE	05/19/15	05/20/2015	REIMB SECURITY DEPOSIT	10-20010	40.00
DICKERSON, WENDY	05/19/15	05/20/2015	REIMB SECURITY DEPOSIT	10-20010	30.00
AT& T LONG DISTANCE	803565468 05/15	05/20/2015	BANS	10-112-000-27000	311.61
WILSON, PENNI	05/04/15	05/20/2015	REIMB SECURITY DEPOSIT	10-20010	30.00
CELLCO PARTNERSHIP	9745185230	05/20/2015	DATA CARDS	10-224-000-27200	80.02
SAM'S CLUB DIRECT	005163	05/20/2015	SUPPLIES	10-216-000-53700	24.32
SAM'S CLUB DIRECT	005163	05/20/2015	SUPPLIES	10-223-000-53700	24.95
SAM'S CLUB DIRECT	005163	05/20/2015	SUPPLIES	10-224-000-22900	79.76
			F	und 10 - GENERAL FUND Total:	3,922.00
Fund: 52 - PAL FUND					
SAM'S CLUB DIRECT	005163	05/20/2015	SUPPLIES/F PAL FISHING TRIP	52-221-000-44510	93.16
				Fund 52 - PAL FUND Total:	93.16
				Grand Total:	4,015.16
				Granu Total:	4,013.10



By Fund

Payment Dates 05/27/2015 - 05/27/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
SAM'S CLUB DIRECT	002258	05/27/2015	SUPPLIES	10-341-100-44522	179.50
SAM'S CLUB DIRECT	002553	05/27/2015	SUPPLIES/TOWN HALL	10-112-000-53900	27.68
SAM'S CLUB DIRECT	002553	05/27/2015	SUPPLIES	10-112-000-53900	58.10
TIME WARNER	101773501 05/15	05/27/2015	CABLE SERVICE	10-224-000-25600	131.54
SAM'S CLUB DIRECT	008626	05/27/2015	SUPPLIES	10-331-000-52200	31.90
ADAMS, ASHLEIGH	05/22/15	05/27/2015	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	43.50
POIRIER, DANIEL & MICHELE	05/26/15	05/27/2015	REIMB SECURITY DEPOSIT	10-20010	30.00
BROWN, DEREK	05/26/15	05/27/2015	REIMB SECURITY DEPOSIT	10-20010	30.00
RIVERSIDE, CITY OF	05/26/15	05/27/2015	TELECOMMUNICATION WEEK	10-223-000-53700	16.27
RIVERSIDE, CITY OF	05/26/15	05/27/2015	COFFEE/CITY HALL, PUBLIC SA	10-224-000-22900	150.71
RIVERSIDE, CITY OF	05/26/15	05/27/2015	CAKE/PS AWARDS CEREMON	10-224-000-22905	45.00
RIVERSIDE, CITY OF	05/26/15	05/27/2015	CAKE/PROMOTIONAL CEREM	10-226-000-22900	100.00
RIVERSIDE, CITY OF	05/26/15	05/27/2015	NORTHLAND FIRE CHIEFS LUN	10-226-000-34500	15.00
RIVERSIDE, CITY OF	05/26/15	05/27/2015	HOA METRO FIRE CHIEFS LUN	10-226-000-34500	20.00
			F	und 10 - GENERAL FUND Total:	879.20

Grand Total:

879.20



By Fund

Payment Dates 06/02/2015 - 06/02/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
ENET, LLC	4163	06/02/2015	SERVICE/SUPPORT	10-224-000-40500	1,300.50
ENET, LLC	4163	06/02/2015	REPLACEMENT UPS FOR LIVES	10-224-000-50500	69.19
ENET, LLC	4164	06/02/2015	SERVICE/SUPPORT	10-112-000-40500	161.50
ENET, LLC	4165	06/02/2015	SERVICE/SUPPORT	10-216-000-40500	229.50
HELGET GAS PRODUCTS	00905067	06/02/2015	MEDICAL K & T CYLINDERS	10-226-000-56002	17.76
WAYSIDE WAIFS	Riverside043015	06/02/2015	STRAYS - APRIL	10-819-000-44503	150.00
QUALITY PLUMBING INC	60305	06/02/2015	SUPPLY LINE BREAK/WELCOM	10-336-111-42100	618.00
EMBASSY LANDSCAPE GROUP	71185	06/02/2015	GROUNDS MAINTENANCE - M	10-331-000-21304	3,801.17
BD OF POLICE COMMISSIONE	9754	06/02/2015	LAB USAGE	10-221-000-44514	250.00
NEW DIRECTIONS BEHAVIORA	210282	06/02/2015	DIVERSITY TRAINING	10-115-000-21300	900.00
ALL COPY PRODUCTS, INC	AR1563051	06/02/2015	COPIER USAGE	10-112-000-32300	121.45
ALL COPY PRODUCTS, INC	AR1563052	06/02/2015	COPIER USAGE	10-112-000-32300	558.31
COMMERCIAL AQUATIC SERVI	21812-2	06/02/2015	PH, ORP & TOTAL CHLORINE (10-336-110-42100	2,678.90
COMMENCO, INC	54175	06/02/2015	REMOTE PTT UNIT FOR CA12	10-223-000-40000	366.90
COMMERCIAL AQUATIC SERVI	22004-1	06/02/2015	MISC PARTS & EQUIPMENT	10-336-110-42100	2,678.90
ALL COPY PRODUCTS, INC	AR1564766	06/02/2015	COPIER USAGE	10-224-000-32300	70.07
ALL COPY PRODUCTS, INC	AR1564767	06/02/2015	COPIER USAGE	10-224-000-32300	17.23
REJIS COMMISSION	INV0041954	06/02/2015	LEWEB SUBSCRIPTION	10-223-000-43401	643.46
REJIS COMMISSION	INV0041964	06/02/2015	LEWEB SUBSCRIPTION	10-216-000-43400	20.20
EDWARDS CHEMICALS, INC	027344	06/02/2015	SODIUM HYPOCHLORITE	10-336-110-52010	497.25
PARKVILLE, CITY OF	2015	06/02/2015	NORTHLAND RECYCLING EXTR	10-331-000-26400	576.47
LANDMARK NEWSPAPER, THE	22746	06/02/2015	NOTICE PUBLIC HEARING/SPE	10-819-000-32700	84.83
COWELL INSURANCE GROUP,	72703	06/02/2015	POLICY #1X7552616 INLAND	10-112-000-24100	61,010.00
TOWN & COUNTRY DISPOSAL	57981	06/02/2015	DISPOSAL SERVICE/PUBLIC W	10-331-000-26000	589.60
AUGUSTINE EXTERMINATORS	290383	06/02/2015	QTR PEST CONTROL/EH YOUN	10-336-107-42100	70.00
AUGUSTINE EXTERMINATORS	290384	06/02/2015	QTR PEST CONTROL/PUBLIC	10-337-101-41500	68.00
AUGUSTINE EXTERMINATORS	290387	06/02/2015	QTR PEST CONTROL/CITY HAL	10-337-102-41500	50.00
EMBASSY LANDSCAPE GROUP	71590	06/02/2015	INSTALLATION OF SUMMER A	10-331-000-21304	700.00
MR MAT	511172	06/02/2015	ENTRY MATS	10-337-101-41500	21.89
MR MAT	511173	06/02/2015	ENTRY MATS	10-337-103-41500	26.99
MR MAT	511174	06/02/2015	ENTRY MATS	10-337-102-41500	27.45
OVERHEAD DOOR COMPANY	576680	05/20/2015	REPLACED DRIVE GEAR KIT AS	10-337-105-41500	433.08
ALLEN, GIBBS, & HOULIK, L.C.	900224	06/02/2015	PAYROLL PROCESSING	10-115-000-31600	620.53
COMMERCIAL AQUATIC SERVI	22117-1	06/02/2015	POOLTEST 6, HARDCASE, HI R	10-336-110-51012	481.80
KC WIRELESS INC	45622	06/02/2015	REMOVED VHF SPEAKER, RE	10-221-000-41000	500.00
KC WIRELESS INC	45623	06/02/2015	MOVED COMPUTER WIRES	10-221-000-41000	40.00
TOWN & COUNTRY DISPOSAL	58220	06/02/2015	DISPOSAL SERVICE/RESIDENTI	10-331-000-26000	4,532.13
LAURA JEANNE LYNCH	2015-35	06/02/2015	NEWSLETTER/EDITORIAL CON		2,000.00
LAURA JEANNE LYNCH	2015-36	06/02/2015	TRAIL MAP UPDATE	10-112-000-21000	550.00
LAURA JEANNE LYNCH	2015-37	06/02/2015	RESIDENT GUIDE INSERTS	10-112-000-21000	330.00
KC WEB	15469	06/02/2015	INTERNET SERVICE	10-112-000-27000	200.00
MRMAT	511425	06/02/2015	ENTRY MATS	10-337-101-41500	21.89
MRMAT	511426	06/02/2015	ENTRY MATS	10-337-102-41500	27.45
MR MAT	511427	06/02/2015	ENTRY MATS	10-337-103-41500	26.99
KATHERINE R WHITE, MS	05/03/05	06/02/2015	PROFESSIONAL SERVICES	10-115-000-30800	500.00
P1 GROUP, INC	KC68319	06/02/2015	SERVICE RTU #1	10-337-103-41500	404.63
ED M FELD EQUIPMENT CO, I	0278407-IN	06/02/2015	FIT TESTING	10-226-000 56002	245.00
ED M FELD EQUIPMENT CO, I	0278689-IN	06/02/2015	VERIDIAN BUNKER GEAR	10-226-000-56002	2,754.00
CAM-DEX SECURITY CORP	1003337	06/02/2015	BOOKING CAMERA, SPECTRA	10-224-000-40709	2,333.00
GATEWAY SAFETY PRODUCTS	19516	06/02/2015	30 MINUTE NO SPIKE FUSEES	10-221-000-41000	1,026.90
JAMES PRINTING	25722	06/02/2015	BUSINESS CARDS/BOWMAN,	10-112-000-32000	180.00
KANSAS CITY METRO CRIME C		06/02/2015	CRIME STOPPERS/TIPS HOTLI	10-223-000-21303	2,500.00
PAVER PATIOS PLUS LLC	05/08/15	06/02/2015	REPR WATER FEATURE/WELC	10-330-111-42100	1,456.20

				,	
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHRED-IT US JV LLC	9405784480	06/02/2015	SHREDDING/CITY HALL	10-112-000-50500	64.20
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	HEALTH - ADMINISTRATION	10-112-000-19000	2,236.15
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	DENTAL - ADMINISTRATION	10-112-000-19100	357.09
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	VISION - ADMINISTRATION	10-112-000-19300	60.32
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	HEALTH - MUNICIPAL COURT	10-216-000-19000	399.15
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	DENTAL - MUNICIPAL COURT	10-216-000-19100	34.16
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	VISION - MUNICIPAL COURT	10-216-000-19300	7.54
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	HEALTH - PUBLIC SAFETY	10-221-000-19000	17,514.70
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	DENTAL - PUBLIC SAFETY	10-221-000-19100	1,173.75
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	VISION - PUBLIC SAFETY	10-221-000-19300	243.42
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	HEALTH - COMMUNICATIONS	10-223-000-19000	4,047.91
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	DENTAL - COMMUNICATIONS	10-223-000-19100	374.70
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	VISION - COMMUNICATIONS	10-223-000-19300	51.70
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	HEALTH - PS ADMINISTRATIO	10-224-000-19000	3,155.09
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	DENTAL - PS ADMINISTRATIO	10-224-000-19100	203.90
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	VISION - PS ADMINISTRATION	10-224-000-19300	36.62
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	HEALTH - FIRE DEPARTMENT	10-226-000-19000	10,823.24
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	DENTAL - FIRE DEPARTMENT	10-226-000-19100	1,104.37
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	VISION - FIRE DEPARTMENT	10-226-000-19300	198.18
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	HEALTH - PUBLIC WORKS	10-331-000-19000	4,824.55
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	DENTAL - PUBLIC WORKS	10-331-000-19100	323.99
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	VISION - PUBLIC WORKS	10-331-000-19300	60.32
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	HEALTH - ENGINEERING	10-332-000-19000	1,497.38
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	DENTAL - ENGINEERING	10-332-000-19100	119.03
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	VISION - ENGINEERING	10-332-000-19300	29.08
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	HEALTH - COMMUNITY CENT	10-341-000-19000	1,876.08
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	DENTAL - COMMUNITY CENT	10-341-000-19100	119.03
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	VISION - COMMUNITY CENTE	10-341-000-19300	22.62
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	HEALTH - COMMUNITY DEVEL	10-819-000-19000	3,996.30
MIDWEST PUBLIC RISK OF MI	BOORQC	06/02/2015	DENTAL - COMMUNITY DEVEL	10-819-000-19100	322.93
MIDWEST PUBLIC RISK OF MI	BOOROC	06/02/2015	VISION - COMMUNITY DEVEL	10-819-000-19300	51.70
			F	und 10 - GENERAL FUND Total:	154,868.32
Fund: 21 - CAPITAL IMPROVEMENTS FUND					
K & G STRIPING, INC.	15089-02a	06/02/2015	REMOVE & REPLACE CROSSW	21-025-000-53000	2,900.00
K & G STRIPING, INC.	15089-02b	06/02/2015	REMOVE AND REPLACE CROS	21-025-000-53000	1,740.00
			Fund 21 - CAPITAL	. IMPROVEMENTS FUND Total: 🧧	4,640.00

Grand Total: 159,508.32

Payment Dates: 06/02/2015 - 06/02/2015

DATE: May 27, 2015

TO: Robin Littrell

FROM: Chris Skinrood

SUBJECT: Currency Counting Machine Purchase Request

Robin,

Here is a cover memo for the reasoning and justification for the purchase of this machine.

This request is for the purchase of a Cummins-Allison Currency Counting and Scanning machine. This device will be purchased utilizing funds from the Inmate Security Fund, a fund maintained separately from the city accounts with monies being received through municipal court actions. This account can only be used for the processing of inmates, supplies, and any incidental items needed to process, house, and release offenders.

This machine will be used to verify the amounts of currency from offenders when they are processed after being arrested, and at time of release. We are frequently encountering persons who have large amounts of cash on them and it has become very cumbersome and inefficient for the officers to hand count the money. Being able to verify money taken from an arrestee will also alleviate accusations from offenders regarding officers stealing money. This device will assist officers in other ways. We will be able to accurately count and verify offender funds, determine counterfeit bills, and image the money when used for evidence recovery or "buy-bust" operations.

The vendor we are requesting to purchase from is Cummins-Allison, a very well known company with the most technology current equipment. We found this company through several means: calling local area banks (UMB, KC Police Credit Union, Community America Credit Union) and other metro police agencies (KCPD, Lenexa, Overland Park, Olathe, FBI, DEA, ATF). When first looking at these types of machines, Cummins-Allison kept coming up as one of the industry standard devices for use in situations where certification and accuracy of counting and imaging are a requirement. It is the sole brand authorized by the federal government to be used in their law enforcement divisions. This brand of equipment is available through one dealer who serves the four state areas. Cummins-Allison is not part of the MARC cooperative purchasing consortium. The requested purchase would not exceed \$6,000. It will include the counting machine itself, imaging software, and a printer for verification of funds and evidence validation, and the first year of annual maintenance for the device that covers all service call fees, parts, software upgrades, and labor. The particular device we are requesting has been in service for over 15 plus years with internal modifications, which are device upgradable thus, this will be a onetime purchase of the actual counting machine; any upgrades can be done to the device itself.

Chris Skinrood

A RESOLUTION AUTHORIZING THE PURCHASE OF A CURRENCY TRACKING SYSTEM.

WHEREAS, the City is in need of a currency tracking system in connection its law enforcement duties; and

WHEREAS, City Code Section 135.070.B authorizes the City to extend a contract to a vendor for the purchase of goods or services without utilizing the competitive bidding procedures when, in the opinion of the Board of Aldermen, the contract would be in the best interest of the City; and

WHEREAS, the Board of Aldermen finds that Sections 135.070.B is applicable under the circumstances, and that it is in the best interest of the City to purchase the needed system from Cummins Allison.

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

THAT the Board of Aldermen approves the quote from Cummins Allison, a copy of which is attached hereto, in an amount not to exceed \$6,000, and authorizes the purchase of the equipment described therein; 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 ______ 2015.

Mayor Kathleen L. Rose

ATTEST:



Quote

Riverside Police Department Currency Tracking System

JetScan iFX currency scanners – Pick one

iFX model 121	\$3095 (basic magnetic counterfeit sensors)
iFX model 122	\$3695 (magnetic, fluorescence & ultraviolet sensors)

IMS - Image Management Software – Required

Software - \$1000

Communication Cable – Required

14ft CAT5 network cable \$35

Printer – Optional Citizen iDP 3550 \$442

Installation and Set up - Required - \$250

PMIA Preventative Maitenence Inspection Agreement – Optional but strongly encouraged

Service agreement -Model 121 - \$407 Model 122 - \$481

Total with JetScan iFX 121 = \$4822 PMIA = \$407 Total with JetScan iFX 122 = \$5422 PMIA = \$481

Price does not include freight - I will need your tax exemption certificate to waive tax



21000 Boca Rio Rd Ste A-9 Boca Raton, FL 33433 Phone: 561-477-4884 Toll Free: 866-622-0622 Fax: 561-477-4880

October 9, 2013

To Whom It May Concern:

Cummins Allison innovates industry leading technology that is contained in many of its products (for example, JetSort® coin sorting equipment, JetScan® currency denominating equipment, and iFx® image processing equipment). In recognition of the utility and novelty of the technology developed by Cummins Allison at its three engineering sites, Cummins Allison has applied for, and been granted, over 200 U.S. patents on its various technical innovations (curious customers are encouraged to browse the CA patent portfolio at any of the major on-line facilities, including <u>WWW.GOOGLE.COM/PATENTS</u>). Because Cummins Allison has the manufacturing capacity (all located at its worldwide headquarters near Chicago, Illinois) to satisfy the entire commercial demand for its products, Cummins Allison does not license its technology to other manufacturers. Consequently, propriety features unique to the Cummins Allison products are available only from Cummins Allison.

Therefore Cummins-Allison is the sole manufacturer, seller and servicer of the JetScan, JetScan iFX, JetScan MPS, JetCount and JetSort equipment through a network of more than 50 Cummins-Allison owned and operated offices. Our manufacturing facility is based in Mt. Prospect, Illinois, U.S.A. Each office is staffed with Cummins-Allison factory trained professionals in both sales and service and is the only source of Cummins-Allison new machines and service parts. Repair parts are only available through our Cummins-Allison service department and are only available to Cummins-Allison customers. We do not sell Cummins-Allison service parts to third party service organizations. This makes Cummins-Allison service offices a sole source service provider for all Cummins-Allison manufactured equipment. This sole source letter applies to our full line of JetScan, JetScan MPS, JetCount and JetSort equipment to be purchased or the renewal of Cummins-Allison Maintenance Contracts.

Cummins-Allison

Regards,

Jeff Weiner, Representative

Cell 954-647-1924, Email weinerj@cumminsallison.com

MINUTES REGULAR MEETING PLANNING AND ZONING COMMISSION RIVERSIDE, MISSOURI

Thursday, May 15, 2015 6:30 p.m.

The Planning and Zoning Commission for the City of Riverside, Missouri, met in regular session at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri.

The meeting was called to order at 6:30 p.m. Answering roll call were Ray Uhl, Harold Snoderley, Stephen King, Mike Lombardo, Steven Kaspar and Al Bowman. Also present: City Planner Jackie Carlson, Fire Marshall Keith Payne and Community Development Assistant Sarah Wagner. Members absent were Mike Soler, Jim Frakes, and Mayor Kathy Rose.

Election of Chairman	Commissioner Snoderley nominated Commission Stephen King as the new Chairman of the Planning Commission, seconded by Commissioner Kaspar. Motion passed 6-0	
Election of Vic-Chairman	Commissioner King nominated Commissioner Mike Lombardo as the Vice-Chairman of the Planning Commission, seconded by Commissioner Uhl. Motion passed 6-0	
Approval of Minutes of April 9, 2015.	Commissioner Snoderley moved to approve the minutes of April 9, 2015, seconded by Commissioner Uhl. Motion passed 6-0.	
Public Hearing- SUP 2709 NW Platte Road	 Chair King opened the public hearing at 6:33 p.m. City Planner Jackie Carlson gave an overview of the request for a special use permit to allow for outdoor storage associated with a construction business located at 2709 NW Platte Road The commissioners discussed the sign and the applicant was present to answer questions. Chair Bowman closed the public hearing at 6:44 p.m. Commissioner Uhl moved to recommend approval of the modifications to the Special Use Permit at 2806 NW Vivion Road. She explained that the applicant has a construction company at that location and he is requesting to be able to store a 	

skid steer, a conex toolbox, and miscellaneous construction lumber in the 30' x 84' fenced area behind the building. Carlson explained that this property is located in the C-1 Commercial Zoning District and outdoor storage is allowed with the approval of a special use permit.

The applicant answerer questions from the Commission and they discusses the applicant adding mesh screening or slats to the fence to help screen the items being stored as well as the applicant removing the barbed wire at the top of the fence. The applicant was in agreement.

Chair King closed the public hearing at 7:04 p.m.

Commissioner Snoderley moved to recommend approval of the special use permit for outdoor storage of construction material for Sterling Construction at 2709 NW Platte Road to the Board of Alderman with the following conditions:

- 1. The applicant removed the barbed wire on the fence
- 2. The applicant install some sort of screening, either mesh or slats.
- 3. The application be reviewed in 90 days for code compliance.

Commissioner, Lombardo seconded. Motion passed 6-0.

Chair King opened the public hearing at 7:05p.m.

Planner Jackie Carlson gave a staff report and explained that we have another request for a special use permit for outdoor storage at 4102 NW Riverside Street. This property is slightly different from the other request as it is located in an Industrial Zoned District and is completely screened from all major roadways. The applicant, JC Ehrlich, is requesting to store a trailer and generator in an existing 15'x60' fenced in area. They do plan to extend that area by 10' making it 15'x70' to better accommodate their equipment.

The applicant was in the audience and answered questions from the Commission. The barbed wire on the top of the fence was discussed and the Commission agreed to allow the applicant to keep it as a theft deterrent.

Chair King closed the public hearing at 7:12p.m.

Commissioner Snoderley moved to recommend approval of the

Public Hearing-SUP 4102 NW Riverside Street special use permit for outdoor storage for a trailer and generator for JC Ehrlich at 4102 NW Riverside Street. Commissioner Uhl seconded.

Motion passed 6-0.

Adjourn

Commissioner Kaspar moved to adjourn at 7:16 p.m. Commissioner Uhl seconded and the meeting was adjourn 6-0.

Sarah Wagner Community Development



City of Riverside Staff Analysis Report Case Number PC15-10, Special Use Permit 2709 NW Platte Road

General Information

Applicant: Sterling Construction

Location: 2709 NW Platte Road

Requested Action: To consider a Special Use Permit (SUP) to allow outdoor storage

Zoning: C-1 Commercial

Existing Land Use: Office location for Sterling Construction

Proposed Land Use: Continued office for Sterling Construction with related outdoor storage

Procedure: In accordance with Section 400.580 of the Unified Development Ordinance (UDO), a special use permit is required for outdoor storage. Therefore, the procedure for a special use permit is a public hearing before the Planning Commission and the Board of Aldermen after notification has been given in a paper of general circulation at least 15 days before the hearing date and property owners within 185' of the subject property have been notified of such hearing. These requirements have been fulfilled on this application.

Project Description

The applicant, Sterling Construction, has applied for a Special Use Permit pursuant to Chapter 400.580 of the Riverside Municipal Code to allow outdoor storage of construction materials and equipment. The applicant is a construction company that has been officing out of this location since December of 2014. They are requesting to store material and equipment that is associated with their business in the existing 30' x 84' fenced in area behind the building. The applicant has stated that they will be storing a skid steer, metal connex tool shed, and miscellaneous lumber. Most of these items will come and go as they are needed on various jobsites. At this time the applicant is already storing the metal connex took shed, some concrete blankets and metal tie rods.

<u>Analysis</u>

The UDO provides specific criteria for outdoor storage (Section 400.580) and the review of special use permits. Following are the relevant criteria.

1. Special Use Permit: Outdoor storage shall only be permitted after approval of a special use permit. The applicant is already storing equipment and material without having approval of the special use permit.

2. Screening: Outdoor storage shall be contained within a fenced open yard adequately screened. The outdoor storage is located in a 6 foot chain link fenced in area behind the building and is mostly screened from view by the building and there is limited visibility from Riverway. The applicant has proposed no additional screening at this time.

3. *Location: Outdoor storage shall be located in either a side or rear yard.* The outdoor storage is located in the rear of the building.

4. *Appearance: Outdoor storage shall have a neat and orderly appearance.* Code enforcement will have to regularly monitor the outdoor storage to ensure a neat and orderly appearance.

5. Setback: All setback requirements (front - 5 feet, side - 5 feet, rear - 20 feet) shall be observed. The application complies with all setbacks.

6. *Height: The height of materials shall not exceed the height limitation (45 feet) of the zoning district.* The application complies with this regulation.

7. *Parking Surfaces. Off-street parking and loading areas shall be hard surfaced.* The proposed area of storage consists of older broken asphalt. Adequate hard surface parking is available at this location.

8. Consistence with the Comprehensive Master Plan. A goal identified in the Comprehensive Master Plan is improving the appearance of the City. Given the site's location in a commercial setting with visibility from major thoroughfares, staff feels that this use is not compatible with the commercial nature and appearance that the Master Plan has identified for this area and the investment the City has made to acquire and demo properties. If the Commission chooses to approve this request staff would recommend that a condition of the approval be that the barbed wire along the top of the fence be removed and a specific timeframe be placed on this SUP.

AN ORDINANCE GRANTING A SPECIAL USE PERMIT SUBJECT TO CERTAIN CONDITIONS TO STERLING CONSTRUCTION FOR OUTDOOR STORAGE IN THE COMMERCIAL (C-1) DISTRICT ON PROPERTY LOCATED AT 2709 NW PLATTE ROAD.

WHEREAS, pursuant to City Code Chapter 400, Section 400.580 of the Unified Development Ordinance, application no. PC15-10, submitted by Sterling Construction requesting a Special Use Permit to allow outdoor storage of construction equipment and materials associated with their business in the Commercial (C-1) District on land owned by Bernie L. Volgamott located at 2709 NW Platte Road was referred to the Planning Commission to hold a public hearing; and

WHEREAS, after due public notice in the manner prescribed by law, the Planning Commission held a public hearing on May 14, 2015 and rendered a report to the Board of Aldermen containing findings of fact and a recommendation that the Special Use Permit be approved; and

WHEREAS, after due public notice in the manner prescribed by law, the Board of Aldermen held a public hearing on May 19, 2015 and, based upon all of the information presented, find it is in the best interest of the citizens of the City of Riverside to grant said Special Use Permit subject to certain terms and conditions as set forth herein;

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

SECTION 1 – GRANT OF SPECIAL USE PERMIT. That a Special Use Permit is hereby granted to Sterling Construction to allow outdoor storage of construction equipment and materials associated with their business on property located at 2709 NW Platte Road in the Commercial (C-1) District, subject to the conditions set forth in Section 2.

SECTION 2 – CONDITIONS OF APPROVAL AND OPERATION. That the following conditions of approval shall apply and be followed for the duration of the Special Use Permit.

- a. The outdoor storage shall only be permitted on the property described above and may not be moved to a different location or expanded without first obtaining approval in accordance with the provisions for special use permits as specified in City Code.
- b. All materials being stored shall be associated with the business located at 2709 NW Platte Road and include only skid steer, conex tool box, and miscellaneous lumber.
- c. The outdoor storage area shall be located on the back side of the building only and be contained within the fenced area.
- d. The barbed wire shall be removed from the fencing.
- e. A black mesh or slat screening shall be installed on the fencing to screen the contents from view.

- f. The outdoor storage area shall be kept in an orderly manner.
- g. The Riverside Planning and Zoning Commission may review the Special Use Permit if the applicant has any code violations.
- h. The Special Use Permit shall be reviewed in 90 days for code compliance and shall expire after 3 years.
- i. The issuance of the Special Use Permit does not relieve the applicant from following all other applicable codes and laws of the City of Riverside or other governmental agency. This permit does not relieve the applicant from submitting necessary site plans or applying for all necessary building permits, electrical permits, sign permits, or occupation license required by City Code. The conditions set forth in this permit shall have precedence where such conditions are more restrictive than those set forth in City Code.

SECTION 3 – FAILURE TO COMPLY. Failure to comply with any of the conditions or provisions contained in this ordinance shall constitute a violation of both this ordinance and the City's Unified Development Ordinance and shall also be cause for revocation of the Special Use Permit granted herein in addition to other penalties which may be contained in the City Code.

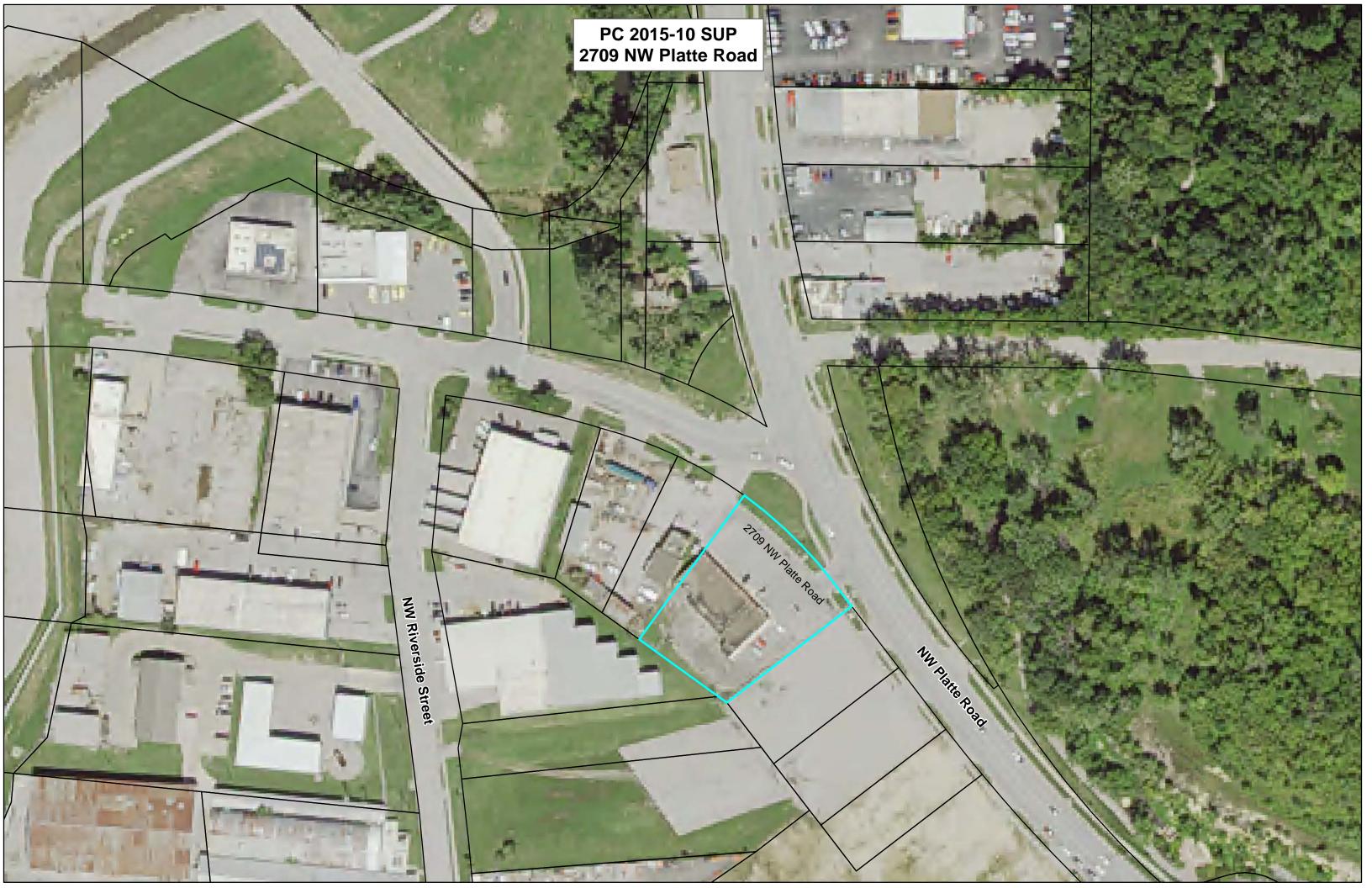
<u>SECTION 4 – SEVERABILITY CLAUSE.</u> The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

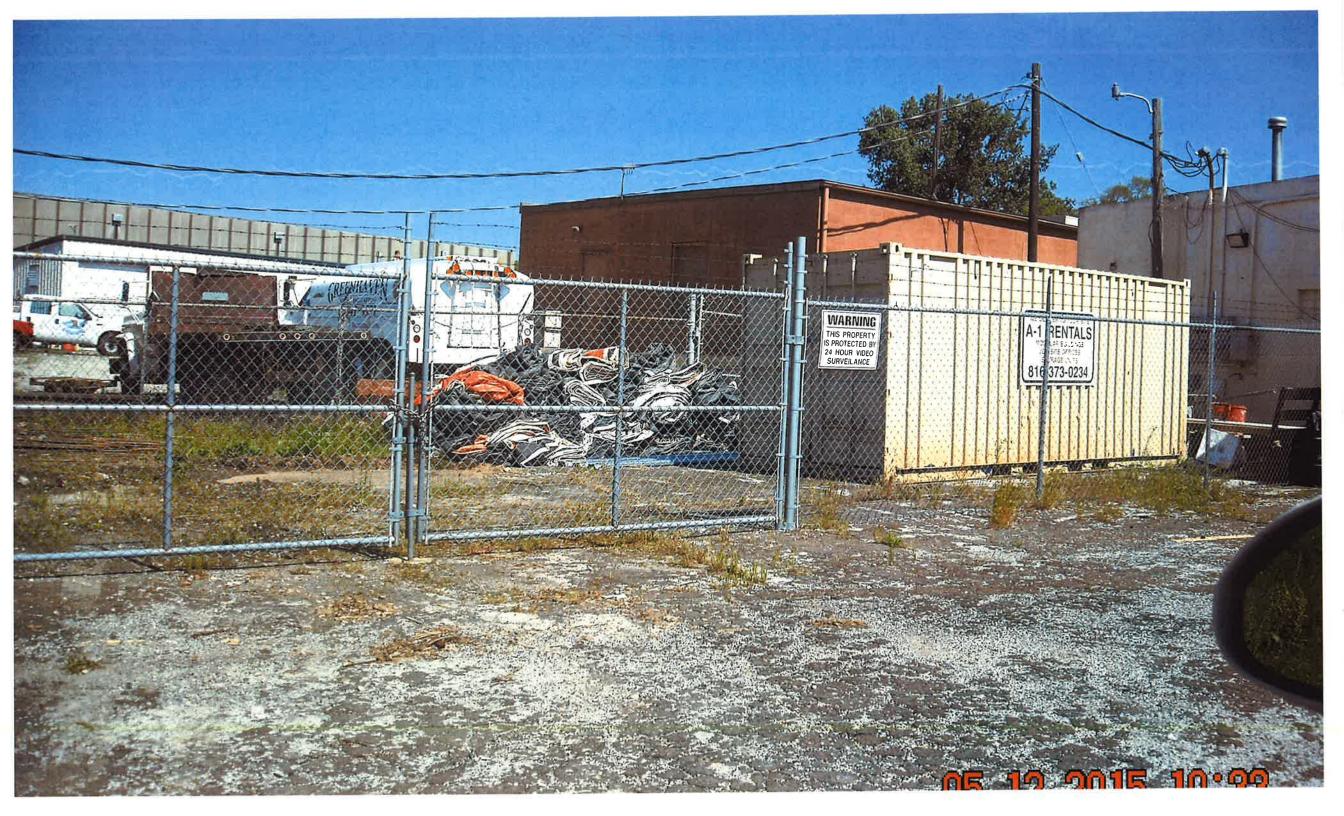
SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and approved by the Mayor of the City of Riverside, Missouri, this 2nd day of June, 2015.

Kathleen L. Rose, Mayor

ATTEST:





AN ORDINANCE AUTHORIZING AND APPROVING THE SPECIFICATIONS FOR THE CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE FOR WHAT IS KNOWN AS THE BABRA PROJECT

WHEREAS, the City has been working to provide for the efficient and orderly construction, operation and management of retail/ commercial/ industrial developments in the City of Riverside to further its objectives of industrial and economic development of the City for the benefit of the citizens of the City; and

WHEREAS, the City has determined that the development the Riverside Horizons Area fulfills a public purpose and will further the growth of the City, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers; and

WHEREAS, the City understands that certain infrastructure work will be necessary to accommodate the BABRA, LLC, ("BABRA") industrial warehousing and distribution facility, known as the BABRA Infrastructure Project, as well as other future projects, to be located adjacent to the BABRA site, and previously authorized the execution of an Infrastructure Improvement Agreement through the passage and approval of Ordinance No. 1361; and

WHEREAS, the BABRA Infrastructure Project specifications that require Board approval are attached hereto as Exhibit A and incorporated herein, and the cost of the BABRA Infrastructure Project to the City shall not exceed Four Hundred Thousand Dollars (\$400,000.00) or the remaining Community Development Block Grant Funds, whichever is less; and

WHEREAS, the BABRA Infrastructure Project fulfills a public purpose and will further the growth of the City, facilitate the development of the entire Horizons site, improve the environment of the City, foster increased economic activity within the City, increase employment opportunities within the City, and otherwise be in the best interests of the City by furthering the health, safety and welfare of its residents and taxpayers; and

WHEREAS, it is in the best interest of the City, in order to further the objectives of the industrial and economic development of the City, for the Board to approve the specifications for the BABRA Infrastructure Project, and authorize the City Administrator to seek competitive bids pursuant to the City Code, including, but not limited to, Chapter 135; and

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

SECTION 1. BEST INTEREST OF THE CITY. It is in the best interest of the City, in order to further the objectives of industrial and economic development of the City, to approve the attached specifications for the BABRA Infrastructure Project, attached hereto as Exhibit A and incorporated herein, and further authorize the City Administrator to seek competitive bids pursuant to the City Code, including but not limited to Chapter 135, and for the City to enter into an Infrastructure Improvement Agreement with BABRA LLC. related to the funding of said infrastructure construction as previously authorized by Ordinance No. 1361.

SECTION 2. AUTHORITY GRANTED. The Mayor, City Administrator, Special Counsel to the City - Spencer Fane Britt & Browne LLP, and other appropriate officials and employees of the City are hereby authorized and directed to take such further action related thereto as is otherwise necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and APPROVED by the Mayor of the City of Riverside, Missouri, this ___ day of June, 2015.

Kathleen L. Rose, Mayor

ATTEST:

Robin Littrell, City Clerk

Approved as to form:

Spencer Fane Britt & Browne LLP, Special Counsel to the City by Joseph P. Bednar

<u>EXHIBIT A</u>

INFRASTRUCTURE PROJECT SPECIFICATIONS

PUBLIC STREET & STORM SEWER IMPROVEMENT PLANS MATTOX ROAD CITY OF RIVERSIDE PLATTE COUNTY, MISSOURI

INDEX OF SHEETS

GENERAL NOTES

1. Information and references to existing conditions shown on these plans are the best information and references available to Shafer, Kline & Warren, Inc., Consulting Engineers, at the time of plan preparation. The plans reflect information provided by field surveys, plats and plans furnished by others who limit their guarantees and responsibilities.

2. By use of these plans the Contractor agrees that he shall be solely responsible for the safety of the construction workers and of the public.

3. All construction performed on this project shall conform to the specifications and standards of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA).

4. The Contractor shall have one (1) signed copy of the plans (approved by the City of Riverside) and one (1) copy of the APWA standard specifications, details and design criteria at the job site at all times.

5. Construction of the improvements shown or implied by this set of drawings shall not be initiated or any part thereof undertaken until the City Engineer is notified of such intent, and all required and properly—executed bonds and contract agreements are received and approved by the City Engineer. The Contractor shall notify the City of Riverside 48 hours prior to the beginning of construction.

6. All utilities indicated on the drawings are according to the best information available to the engineer; however, all utilities actually existing may not be shown. Utilities damaged through the negligence of the contractor to obtain the location of the same shall be repaired or replaced by the contractor at his expense.

7. All materials and workmanship associated with this project shall be subject to inspection by the City of Riverside, MO. The City reserves the right to accept or reject any such materials and workmanship that does not conform to the standard specifications and design criteria referenced herein.

8. The Contractor shall install sidewalk ramps at all intersections of sidewalk and curb. All ramps shall be ADA compliant and shall include detectable warning panels with truncated domes per APWA details and City of Riverside standards. The detectable warning panels shall be "Armor-Tile" cast in place tiles (red in color) or approved eaual.

9. The Contractor shall have any property or lot corners outside of the Right of Way disturbed during construction reset by a Registered Land Surveyor licensed in the state of Missouri (subsidiary to other bid items).

10. The Contractor is responsible for maintaining horizontal and vertical survey control throughout construction.

11. All trees, shrubs, bushes, and brush, walls, fences and landscaping shown within the construction limits on the plans shall be removed by the Contractor unless specifically noted otherwise. The Contractor shall notify City Engineer of such items as listed above that are inside the construction limits prior to removing them. The City Engineer will then direct the contractor to either remove these items or adjust the construction limits in order to spare them.

12. If precast concrete storm structures are to be used on this project, the contractor shall, subsequent to review by the design engineer, submit shop drawings and have them approved by the city engineer prior to fabrication of the structures. Failure to do so shall be cause for rejection.

13. The Contractor is responsible for providing red-lined drawings showing construction changes to the City Engineer for use in developing construction record drawings. Red-lined drawings shall be provided to the City Engineer no later than 30 calendar days after final acceptance of the project by the City. No direct payment will be made for this item. Final payment will not be made until the City has received the red-lined drawings of all construction changes.

14. Where a new street is to connect to an existing street, all deteriorated or cracked asphalt within five feet (5) of the connection point shall be removed to a depth where sound material is found. If full depth pavement removal is required, the subgrade shall be recompacted to 95 percent (95%) of standard maximum density.

15. Erosion control measures will be required to be installed prior to land disturbance or construction activities.

16. All traffic control methods and devices shall conform to the current Manual of Uniform Traffic Control Devices (MUTCD). Contractor shall have all traffic control approved by the City Engineer prior to implementation of said control.

17. Any work indicated on the plans that extends beyond the construction limits is considered incidental to and a part of the construction of this project.

18. Where fill is placed on slopes steeper that 5H:1V, slopes should be benched prior to placement of fill. Benches should be cut horizontal and parallel to existing contours. Benches should have a maximum vertical cut face of three feet and a minimum height of 12 inches.

19. By use of these plans, the Contractor shall be solely responsible for all areas that they or their subcontractors disturb, both within and beyond the project limits. These areas shall be restored, reseeded, or resodded to a state that is equal to or better than the prior condition. The Contractor shall bear the related expenses, unless denoted otherwise within the contract documents.

20. All disturbed areas within the right of way limits will be sodded.

21. All excavation shall be unclassified. No separate payment will be made for rock excavation.

22. Lineal foot measurements shown on the plans are horizontal measurements, not slope measurements. All payments shall be made on horizontal measurements.

23. The locations of all storm sewer structures shown on these plans are to the center of structure, unless otherwise shown. All stationing shown is baseline stationing, unless otherwise shown on the plans.

FLOOD NOTE:

\140420-010TTL.DW ATE: 5/11/2015

CONST DOC'S PI

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214

This property lies within Flood Zone A 18, defined as areas of 100-year flood; base flood elevations and flood hazard factors determined, as shown on the Flood Insurance Rate Map, prepared by the Federal Emergency Agency's National Flood Insurance Program for Riverside, Platte County, Missouri, Map Number 2902960001B and dated June 4, 1987.

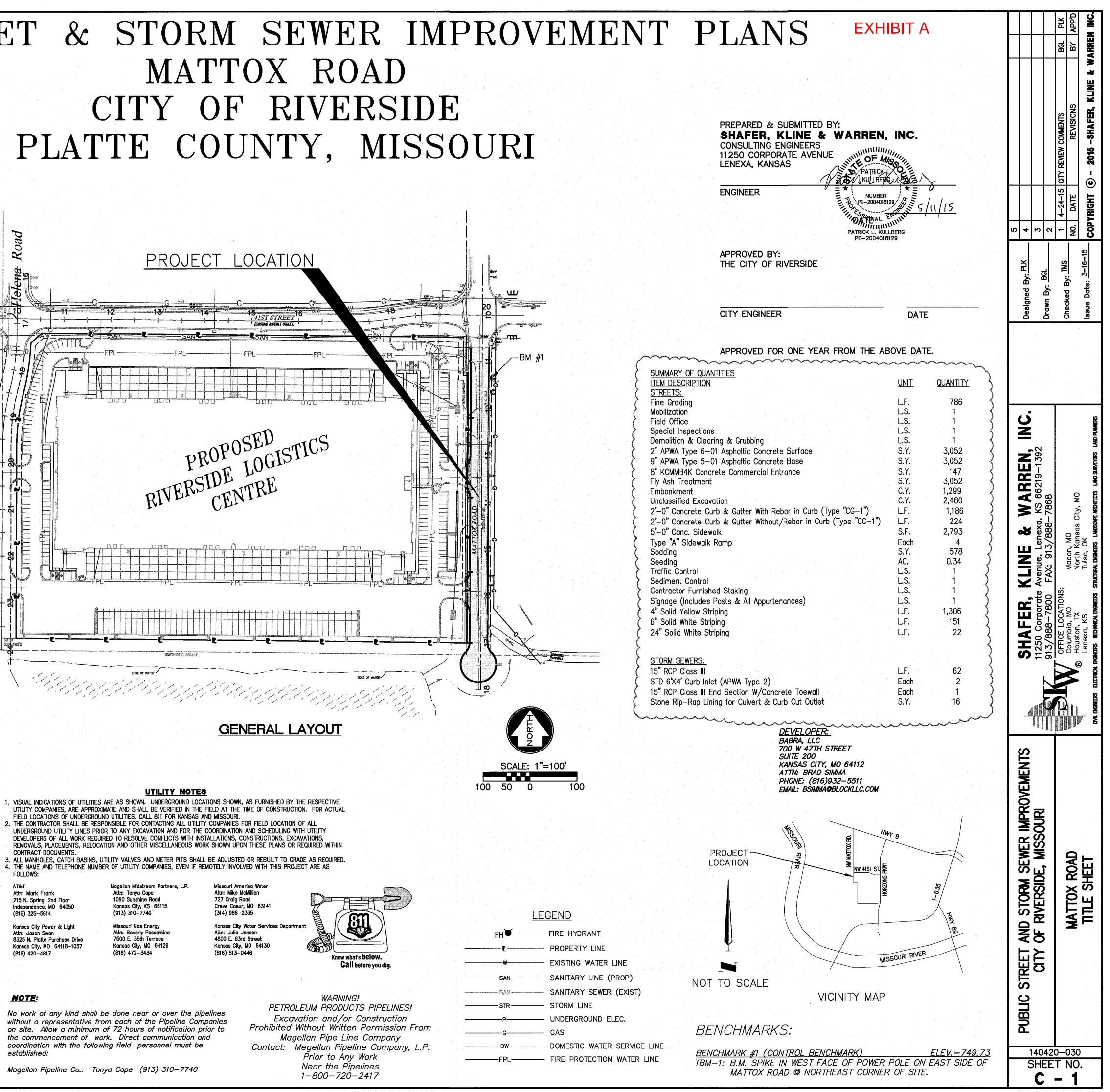
GENERAL NOTES:

THE BEARINGS SHOWN HEREON ARE BASED ON THE FINAL PLAT OF RIVERSIDE HORIZONS WEST FIRST PLAT. DISTANCES ARE U.S. SURVEY FEET IN GROUND PLANE (CAF=0.99991042).

NOTE:

N=109399

E=2746321.85



2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION AND FOR THE COORDINATION AND SCHEDULING WITH UTILITY DEVELOPERS OF ALL WORK REQUIRED TO RESOLVE CONFLICTS WITH INSTALLATIONS, CONSTRUCTIONS, EXCAVATIONS, REMOVALS, PLACEMENTS, RELOCATION AND OTHER MISCELLANEOUS WORK SHOWN UPON THESE PLANS OR REQUIRED WITHIN CONTRACT DOCUMENTS.

4. THE NAME AND TELEPHONE NUMBER OF UTILITY COMPANIES, EVEN IF REMOTELY INVOLVED WITH THIS PROJECT ARE AS FOLLOWS: AT&T

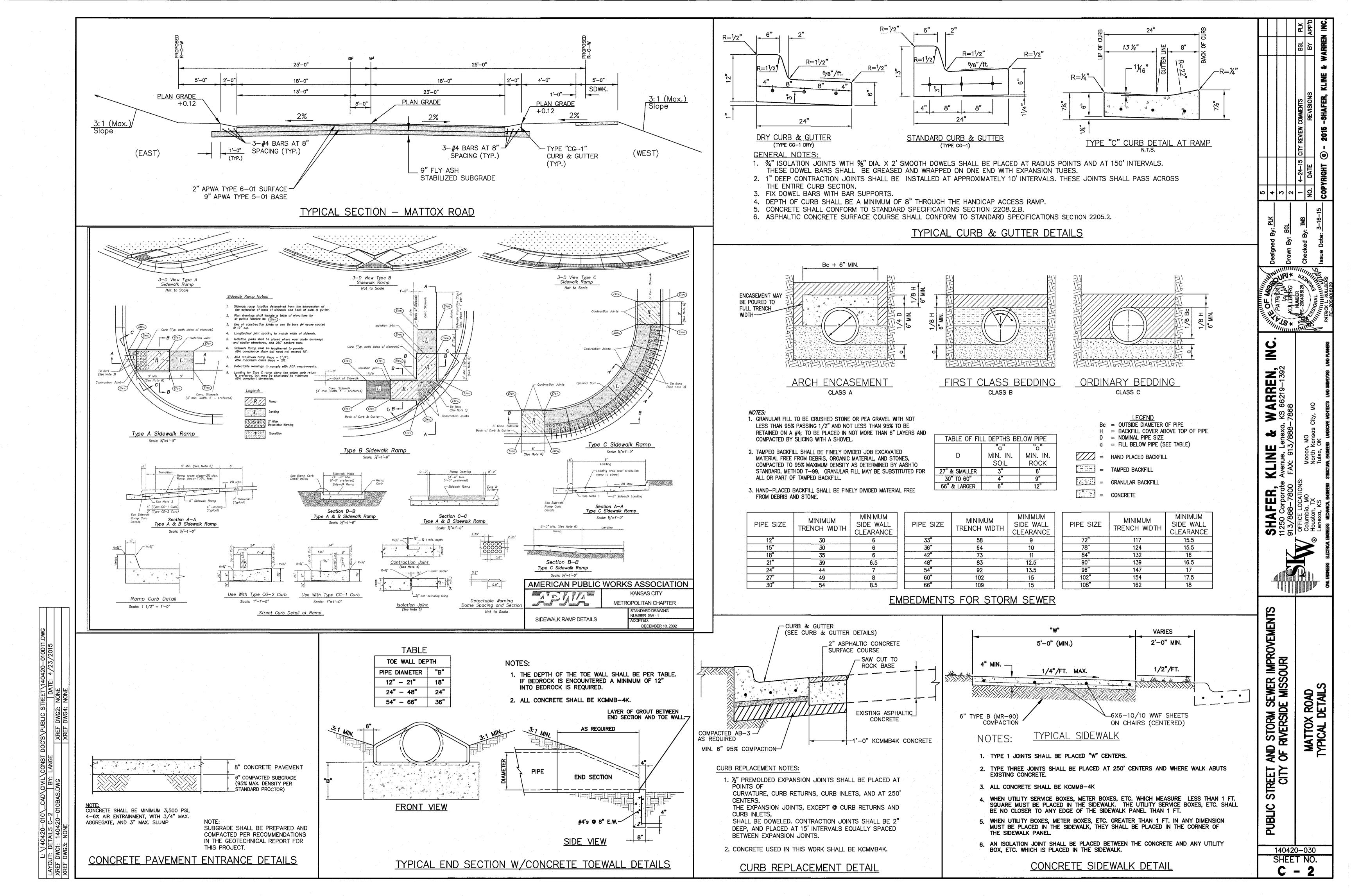
Attn: Mark Frank 215 N. Spring, 2nd Floor Independence, MO 64050 (816) 325-5614

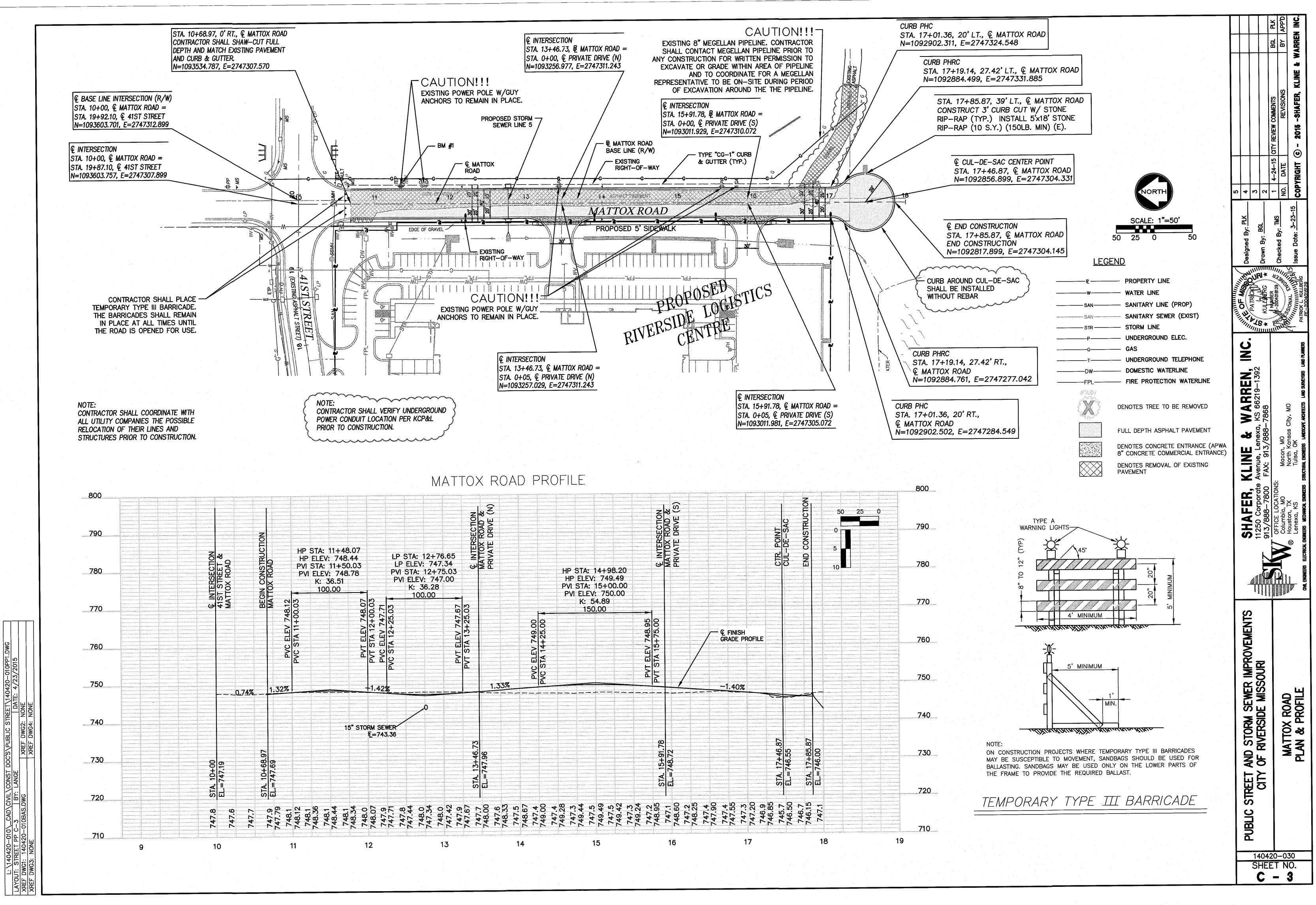
Attn: Jason Swan 8325 N. Platte Purchase Drive Kansas City, MO 64118-1057 (816) 420-4817

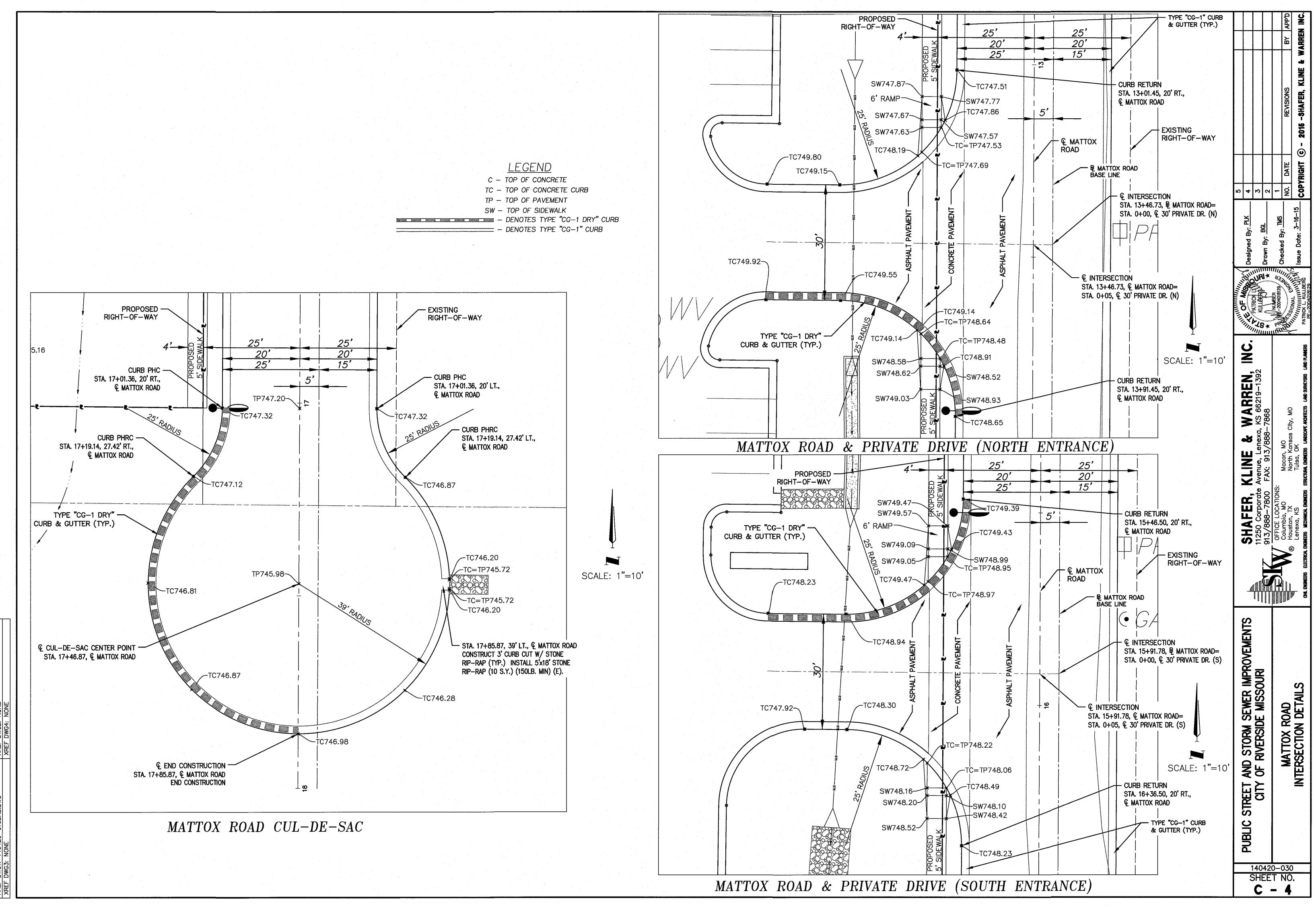


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Ĺ	EGEND
FH	FIRE HYDRANT
	- PROPERTY LINE
W	- EXISTING WATER
SAN	- SANITARY LINE
SAN	
STR	- STORM LINE
P	— UNDERGROUND
GG	— GAS
DW	DOMESTIC WATE
FPL	- FIRE PROTECTIO

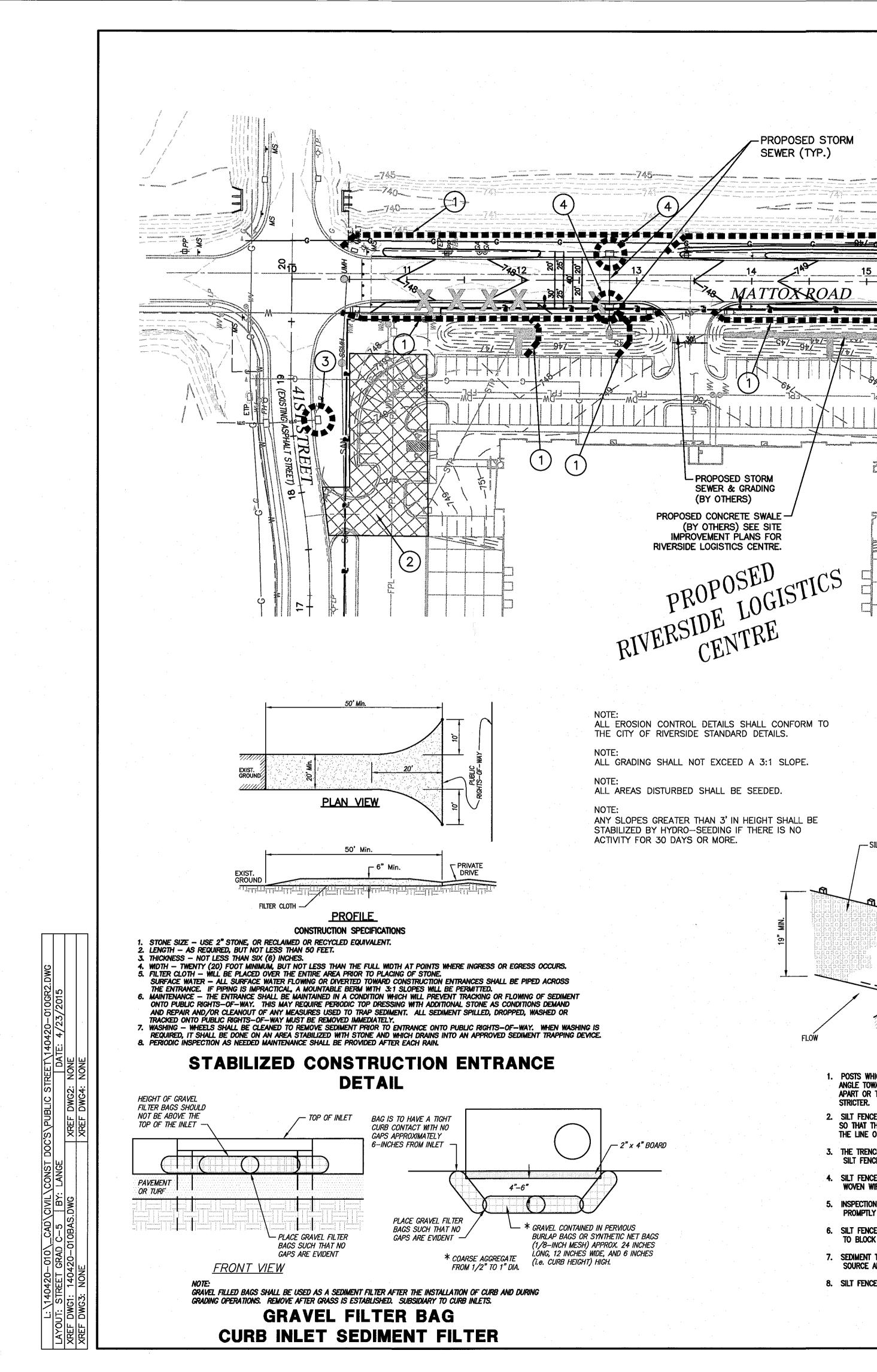
coordination with the following field personnel must be established:

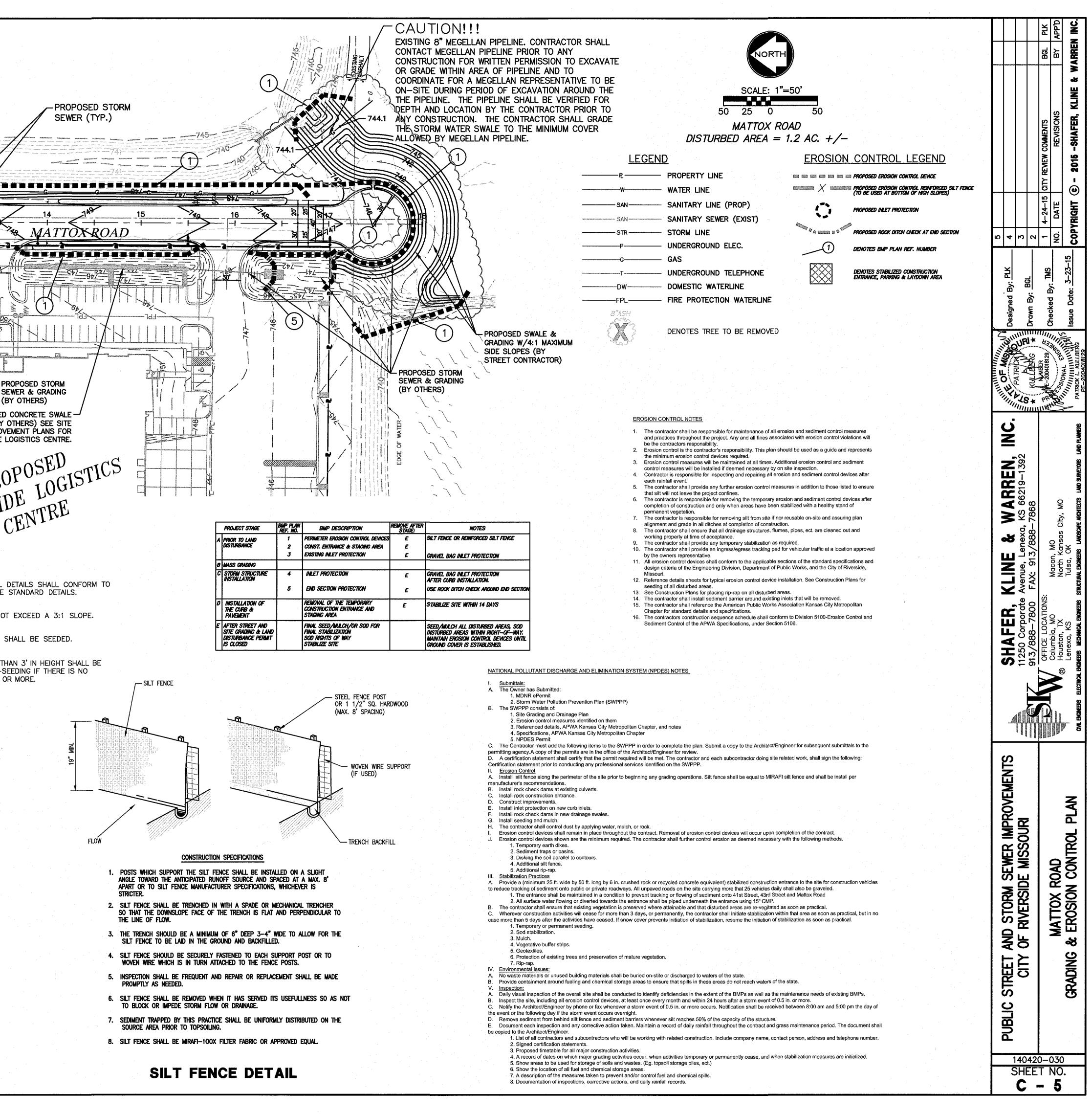


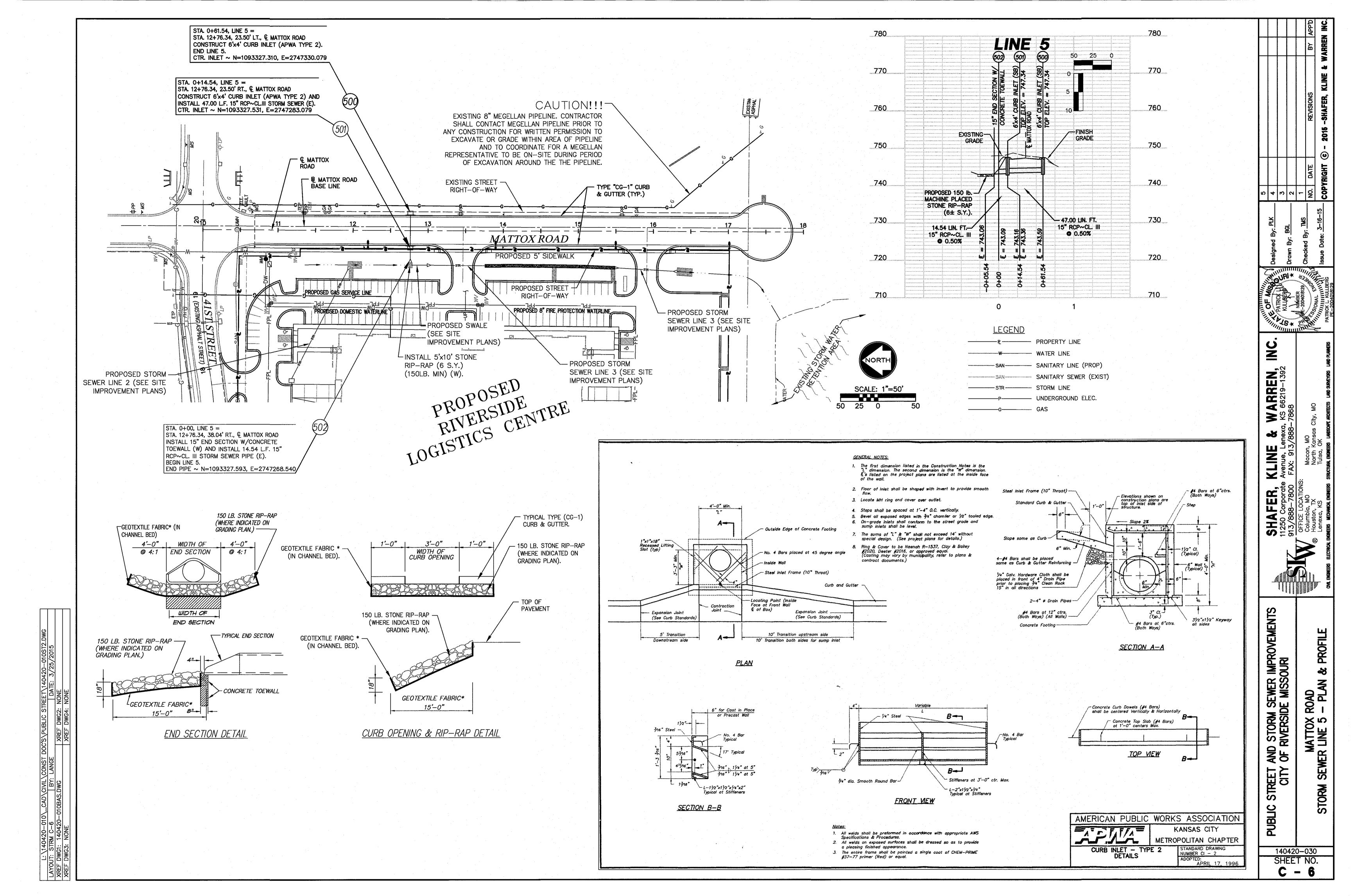


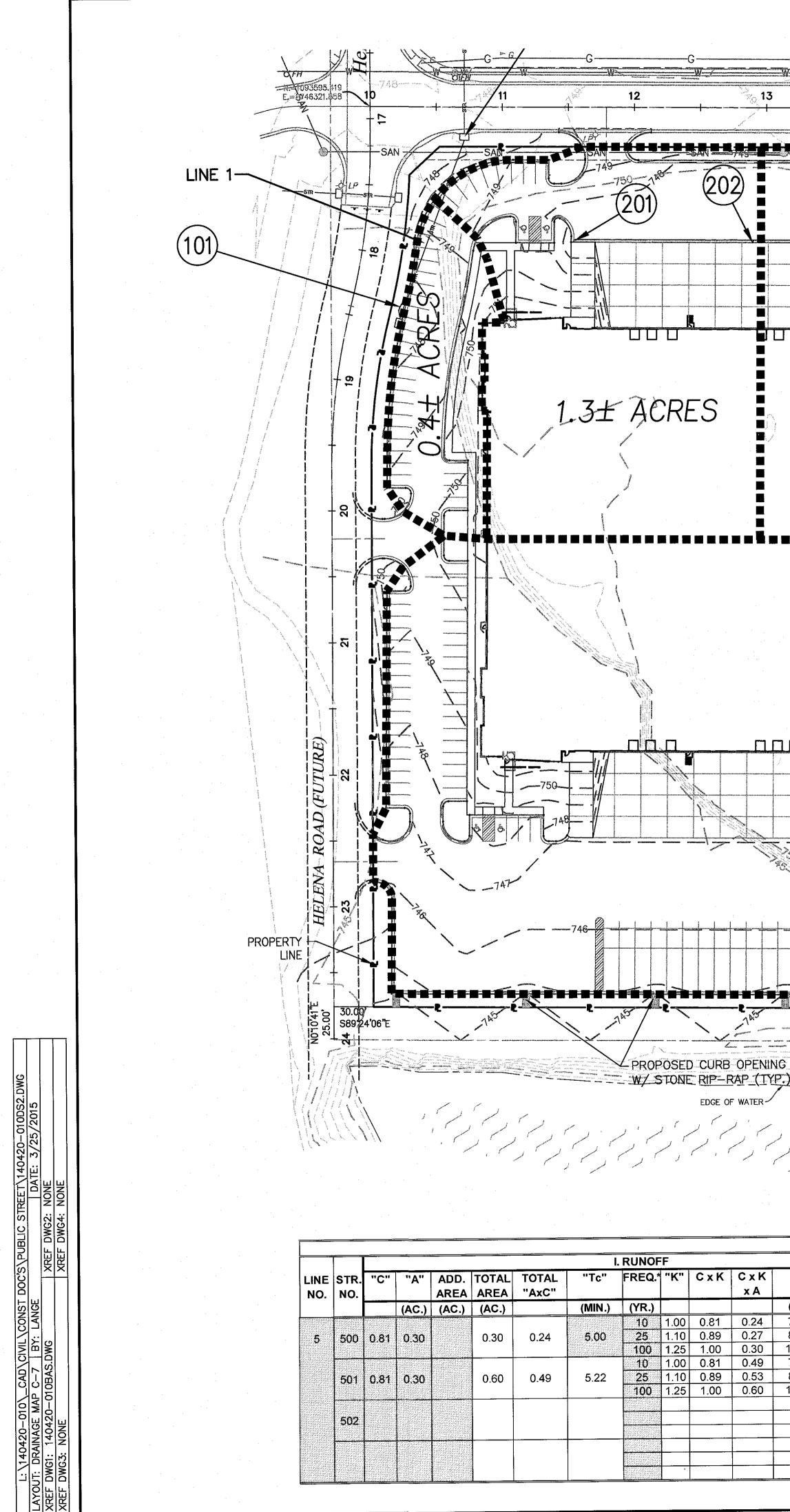


L: \140420-010_CAD\CIVIL\CONST DOC'S\PUBLIC STREET\140420-010INT.DWG LAYOUT: INTERSECTION C-4 BY: LANGE | DATE: 3/25/2015 XREF DWG1: 140420-010BAS.DWG XREF DWG2: NONE | XREF DWG4: NONE | XREF



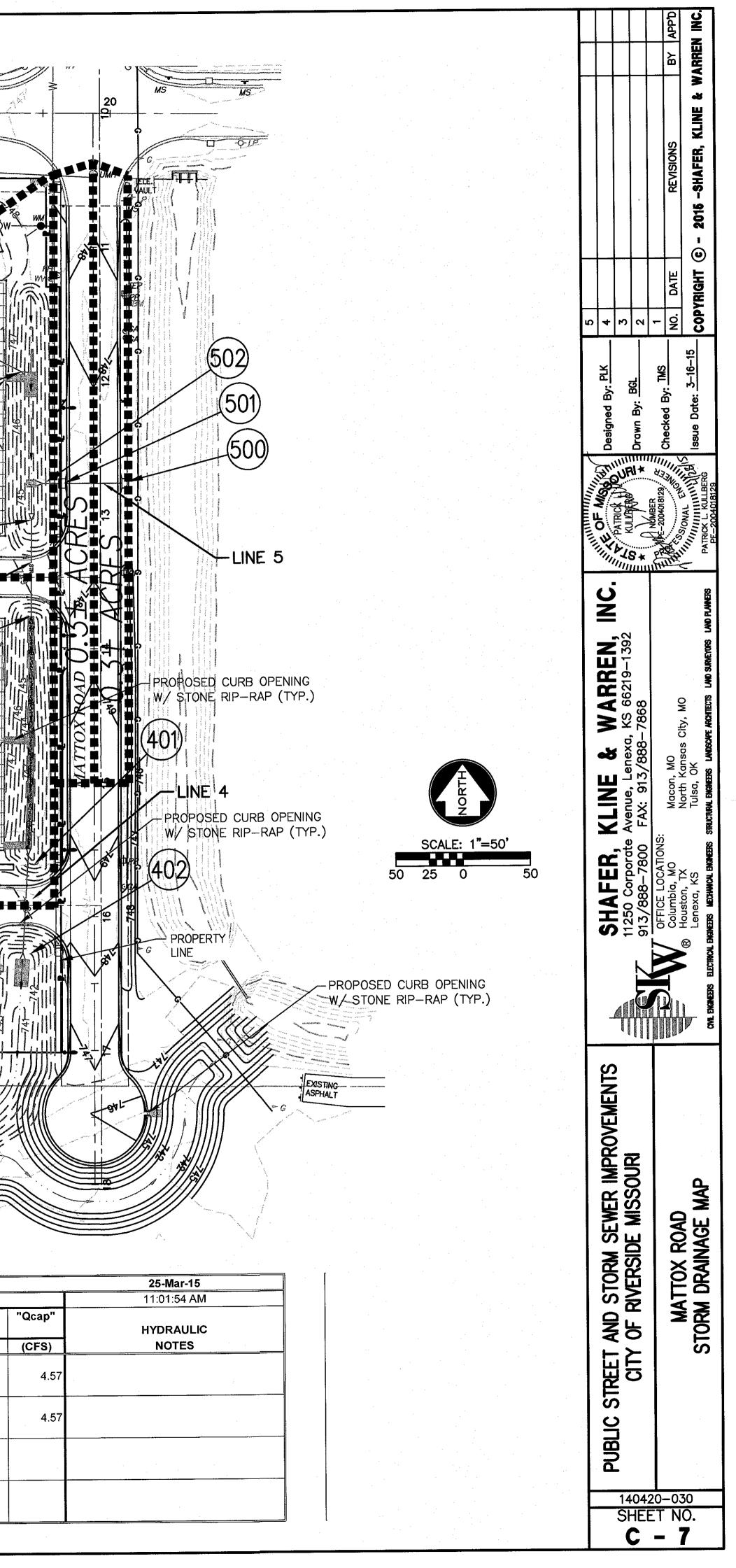


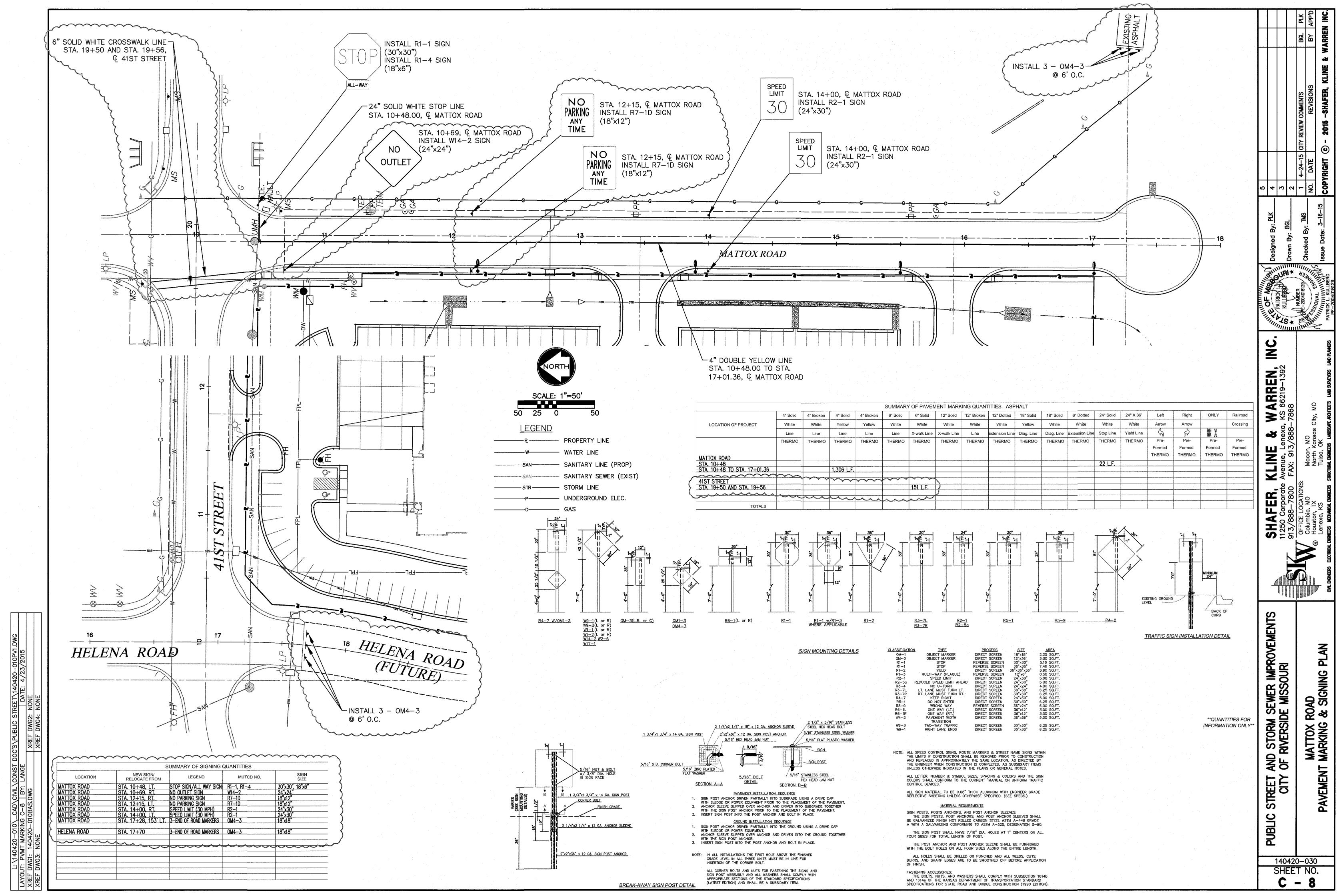


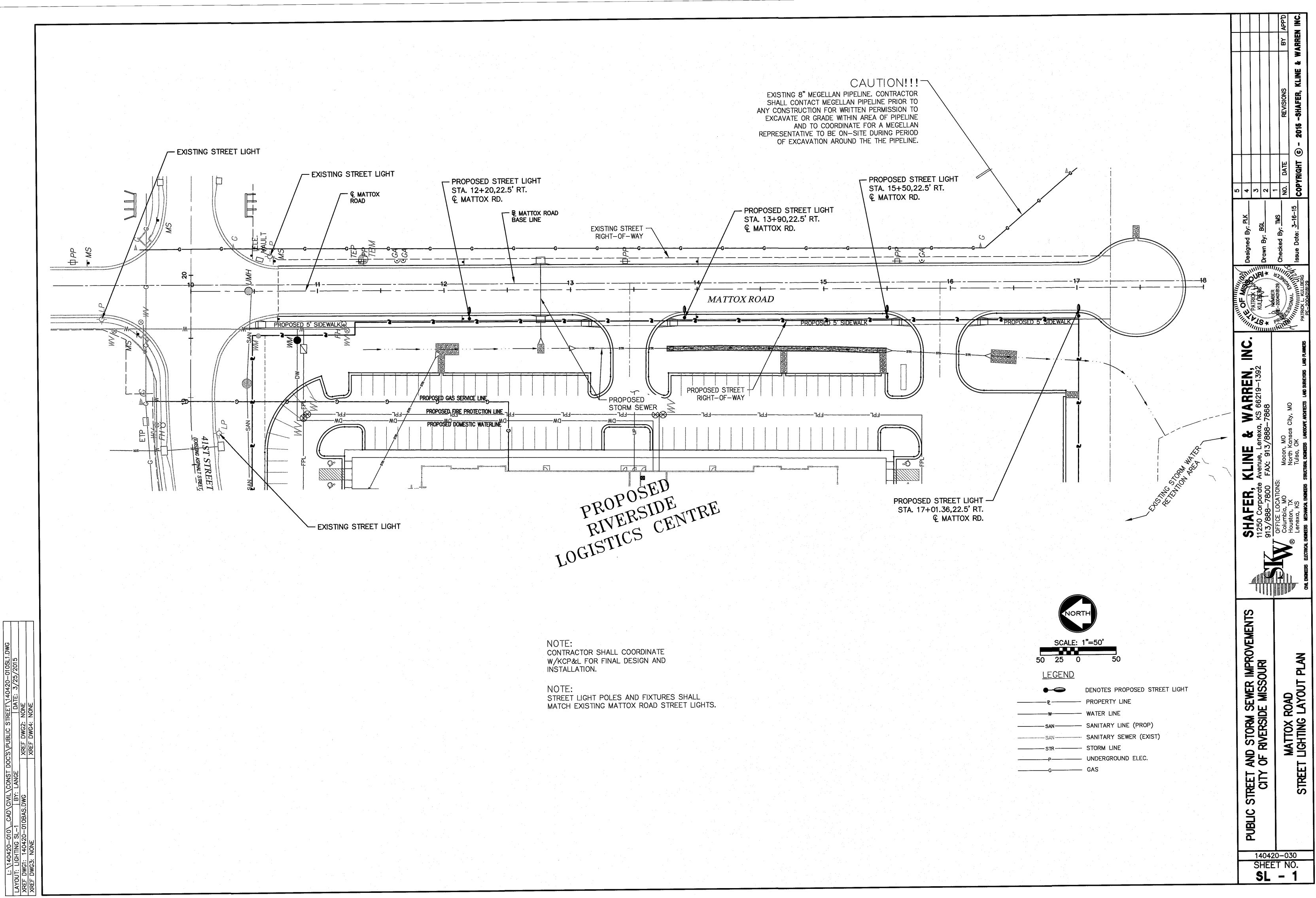


⁶15 41STSTREET 16 14 17 PROPOSED STORM (203)LINE 2-PROPERTY/ -ROW LINE (204)LINE 2 (205) $2.5\pm ACRES$ $1.2\pm$ ACRES PROPOSED CURB OPENING -W/ STONE RIP-RAP (TYP.) 245,34**0** sq. (301)-269) parking spaces 46) trailers 12.4% green space OSED F:FORLO CENTRE RIVERSIDE LOGISTICS LINE 3- $6.7\pm$ ACRES S89'24'06 E-2604.11' - PROPER LINE EDGE OF WATER~

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DIVISION 1 – GENERAL REQUIREMENTS

01015 CONTRACTOR USE OF PREMISES

- 1. The Contractor shall confine all construction activities to the limits of the project right-of-way and easements. Any additional easements and access to private property that are desired outside the project limits are the responsibility of the Contractor.
- 2. If the Contractor desires access to private property that is outside the project limits, the Contractor shall obtain a written agreement between the Property Owner and the Contractor and submit this written agreement to both the City and the Engineer prior to accessing the private property.

01030 SPECIAL CONDITIONS

- 1. Examination of the Site: Bidders are required to visit the site and inform themselves of all conditions presently existing. Failure to visit the site will in no way relieve the successful bidder from the necessity of furnishing all materials and performing all work required to complete the work in accordance with the drawings and specifications.
- 2. Measurements: All dimensions shown shall be verified by the Contractor. Any discrepancies between the drawings and the existing conditions shall be referred to the Engineer for adjustment, before the work is performed. For convenience, most drawings are made to scale; however, certain parts of drawings are exaggerated for clarity, so construction must be done only from figured dimensions; never scale the drawings.
- 3. Protection of Monuments: The Contractor must carefully preserve bench marks, references or stakes and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 4. Responsibility of Contractor for Backfill Settlement: The Contractor shall be responsible, financially and otherwise, for:
 - a. Any and all settlement of trench and other backfill which may occur from the time of original backfilling until the expiration of a period of one year from and after the date of final acceptance of the entire contract under which the backfilling work was performed.
 - b. The refilling and repair of all backfill settlement and the repair or replacement to the original or a better condition of all pavement, top surfacing's, driveways, walks, surface structures, utilities, drainage facilities, sod and shrubbery, which have been damaged as a result of said backfill settlement or which have been removed or destroyed in connection with backfill replacement operations.
 - c. The Contractor shall make, or cause to be made, all necessary backfill replacements and repairs or replacements appurtenant thereto, within 30 days from and after due notification by the Engineer or Owner of backfill settlement and resulting damage at any designated location or locations.

- 5. Breakage and Damage: The Contractor shall be responsible for any breakage, damage or other injury to existing or new facilities caused directly or indirectly by his operations and he shall replace, at his own expense, in a manner approved by the Engineer any such broken or damaged material.
- 6. Delivery of Materials: The delivery of all materials, equipment, and miscellaneous items entering into the construction of the work is a part of this contract, including freight and hauling charges both to and from transportation points. Payment of charges for the above items shall be made by the Contractor.

An amount covering all charges for freightage and delivery of items shall be included as a part of the contract price and in no case will an extra be allowed for such charges.

- 7. Pumping and Shoring: The Contractor shall promptly remove all water that may reach the trenches and other excavated portions of the premises at any time during the progress of the work, and he shall keep the premises free from accumulations of water at all times until the completion of the work. All temporary shoring required shall be furnished and installed by the Contractor and shall be designed in accordance with current OSHA requirements. Trench sheeting shall not be pulled before backfilling unless pipe strength is sufficient to carry trench loads based on trench width to the back of sheeting. No separate payment will be made for temporary shoring or pumping.
- 8. Labor and Tools: Work which should properly be done by skilled labor shall not be attempted with common laborers. The various contractors shall have on the job, at all times, ample equipment to carry on the work properly, including such tools as may be necessary to meet emergency requirements.
- 9. Storage of Materials: All materials delivered to the job shall be stored so as to keep them in first class condition and free from deterioration or contamination.
- 10. Coordination: All contractors, subcontractors and trades shall cooperate in coordination of their several works, but the principal responsibility for coordinating the project as a whole and the operations of the contractors and subcontractors shall lie with the Prime Contractor.
- 11. Blasting: No blasting will be allowed on this project.
- 12. Definitions of Contract Completion: This section defines the terms "Substantial Completion" and "Final Completion" as they are used in the Contract Documents.
 - a. Substantial Completion: Substantial completion is defined as 100% completion of the following items:
 - i. Grading
 - ii. Paving (includes streets, sidewalks, curbing, and driveways)
 - iii. Utility Conduits
 - iv. Permanent Pavement Markings
 - v. Permanent Signing
 - vi. Storm Drainage Improvements (including rock protection)

vii. Final Completion: Final completion shall be defined as 100% completion of all work items other than the ones listed under "Substantial Completion" and all other work items as provided for in the Contract Documents.

01040 COORDINATION:

- 1. All construction activities shall be coordinated with all utility owners and the City of Riverside. All utility owners with facilities within the project limits have been notified. They have been instructed to identify any conflicts with new construction and to make arrangements for relocation of utilities that cannot be avoided.
- 2. All construction activities shall be coordinated with adjacent property owners affected by construction of the project to assure access to their properties.
- 3. The Contractor will be responsible for notifying the City Engineer in writing of the dates when construction will begin and end. The City Engineer will notify the school district, fire, and police departments, and the local newspapers.
- 4. The Contractor shall be responsible for obtaining all necessary permits, and paying for any and all inspection and permit fees as required by the City Engineer.
- 5. Project Coordination Meetings: In addition to the above said coordination responsibilities, the Contractor shall attend construction progress meetings with the City Engineer on a monthly basis (as a minimum). Additional meetings may be held as needed. No direct payment will be made for this item but shall be considered subsidiary to other bid items.
- 6. Contractor will need to coordinate and work with any contractors that may be working in the project area.

01060 STANDARD SPECIFICATIONS AND PLANS

- 1. A.General: The work shall conform to the plans and contract specifications as outlined. The standard specifications and plans which govern this work are listed below. In case of conflict, the specifications listed in this document shall take precedence over those listed in the stated Standard Specifications.
- Standard Specifications: Except where noted otherwise, the work shall conform to the latest edition of the Kansas City Metropolitan Chapter of APWA Standard Specifications and Design Criteria, Division II (APWA Standard Specifications). The referenced APWA Standard Specifications are available at the following website: http://kcmetro.apwa.net/chapters/kcmetro/specifications.
- 3. Standard Plans: The work shall conform to the latest edition of the Kansas City Metropolitan Chapter of APWA Standard Plans when referenced in the construction documents. The referenced APWA Standard Plans are available at the following website:

<u>http://kcmetro.apwa.net/chapters/kcmetro/specs/APWAStdDwgs.pdf</u>. Other standard plans and specifications may be referred to and therefore adopted into these specifications.

01181 REQUEST FOR INFORMATION

- 1. All questions about the meaning or intent of the Bid Documents or Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by addenda mailed, faxed or delivered to all parties recorded by the Engineer as having received the bidding documents.
- 2. A blank Request for Information (RFI) form is shown on the following page. This RFI form shall be completed by the Contractor and submitted to the Engineer.

The form shall be used prior to the bid date, after the contract has been awarded and also for the entire duration of construction. After the bid opening, all RFI's will need to be submitted to the City of Riverside (Travis Hoover). Fax number (816) 746-8349.

- 3. Questions received less than four working (4) days prior to the bid opening will not be answered. Prior to the bid opening, RFI No's. will be issued as they are received. All RFI's received at least four working (4) days prior to the bid opening will be answered by written addendum no later than two (2) working days prior to the bid opening.
- 4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

01310 JOB SITE ADMINISTRATION:

- 1. The Contractor, or a duly authorized representative to act for him, shall continually be present at the site of the work, whenever construction activities are underway, for the duration of this project.
- The Contractor shall designate, in writing, his duly authorized representative(s) at the preconstruction meeting. The duly authorized representative(s) will be the official liaison between the City, Engineer, and Contractor regarding the signing of pay estimates, change orders, work day reports and other forms necessary for communication and project status inquiries. Upon project commencement, the Engineer shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative(s).

01320 CONSTRUCTION SCHEDULE:

- 1. A.General: The Contractor shall prepare and maintain a construction schedule for the duration of the project.
- 2. Baseline Schedule: The Contractor shall prepare a baseline schedule to be presented to the Engineer for review at the pre-construction meeting. The baseline construction schedule shall be in a form approved by the Engineer and shall include at least the following information for each significant work item during each phase of the project:
 - a. Beginning date of Project.
 - b. Ending date of Project.
 - c. Beginning Date of Each Phase.
 - d. Completion Date of Each Phase.
 - e. Scheduled percentage of completion at the end of each calendar month.
 - f. Scheduled percentage complete for each phase at the end of each calendar month.

The Engineer will review the proposed progress schedule, and may require the Contractor to revise the same if, in the Engineer's judgment, revisions are required to provide for completion of the project within the Contract Time.

- 3. Schedule Updates: In addition to submitting a baseline project schedule, the Contractor shall update the project schedule prior to each monthly construction progress meeting. The updated schedule shall show the original baseline schedule, the actual work progress and the estimated completion of each significant work item for each phase of the project. The updated schedule shall be distributed to the City and the Engineer at each progress meeting.
- 4. Payment: No direct payment shall be made. This item shall be considered subsidiary to the bid item, "Mobilization".

01330 SUBMITTALS

- A.Shop Drawings: A minimum of three (3) copies each of manufacturer's shop drawings and data sheets shall be submitted to the Engineer indicating the necessary installation dimensions, weights, materials, and performance information. The shop drawings shall be distributed as follows: One (1) copy for the Engineer, one (1) copy for the City and one (1) copy for the prime Contractor. The Contractor shall supply additional copies as necessary for any subcontractors. Submittals for equipment and materials shall include reference to indicate where it is to be used; whether by tag number, specification paragraph, or description of use. Approval of shop drawings will be for conformance with the design concept of the project and for compliance with the information given in the Technical Specifications. The approval of a separate item, as such, will not indicate approval of the assembly in which the item functions.
- 2. Submittals: The following is a list of submittals required:
 - a. Aggregate (other than those used in pavements or structures)

- i. Gradation Test Results
- ii. Soundness Test Results
- b. Fill Material
 - i. Source for Material
 - ii. Moisture-Density Relationships
- c. Concrete Mix Design (For Each Mix used on the Project)
 - i. Source of Materials
 - ii. Concrete Manufacturer's Name
 - iii. Testing Laboratory Name
 - iv. Results of the Mix Design
 - 1. Compressive Strength
 - 2. Air Contents
 - 3. Slump
 - 4. Cement Content
 - 5. Water Content
 - 6. Fine Aggregate
 - a. Gradation Test Results
 - b. Soundness Test Results
 - 7. Coarse Aggregate
 - a. Gradation Test Results
 - b. Soundness Test Results
- d. Additives as called for in plans or specifications
- e. Certification of Reinforcing Steel
- f.Certification of Fly Ash (if used)
- g. Asphalt Mix Designs (for each mix used on the project)
 - i. Source of Materials
 - ii. Asphalt Manufacturer's Name
 - iii. Testing Laboratory Name
 - iv. Results of the Mix Design
 - 1. Marshall Characteristics, including all those items listed under APWA Section 2205.3.D (If a SuperGyratory Compactor is used to prepare the asphalt samples, the Marshall flow and stability measurements will be waived however the alternate test values listed in the second paragraph of APWA Section 2205.3.D will be required to be submitted).
 - 2. Asphalt Cement Content
 - 3. Fine Aggregate
 - a. Gradation Test Results
 - b. Soundness Test Results
 - 4. Coarse Aggregate
 - a. Gradation Test Results
 - b. Soundness Test Results
- h.Soil-Fly Ash Mixture:
 - i. Fly ash material
 - ii. For soil-fly ash mixture (with specified % of fly ash) for each different type of soil anticipated to be used in the pavement subgrade stabilization:

- iii. ASTM D558 modified to a 2 hour delay. At each moisture content, strength testing (ASTM D 1633) modified to curing sealed for 7 days at 100 degrees (F) shall be performed.
- i.Storm Sewer
 - i. Piping
 - 1. Certification of Piping and Fittings
 - 2. Structures
 - a. Precast Shop Drawings
 - b. Catalogue Cuts on Metal Castings
- j.Signing Materials
- i. Equipment and Materials List including Manufacturer and Catalogue Number k.Pavement Marking Materials
 - ii. Certification that all materials used are in compliance with specifications included herein.
- 1.Silt Fence
 - iii. Manufacturer's information showing compliance with physical requirements as listed in Section 02205.
- m.Sanitary Sewer Pipe and Fittings
 - iv. Certification of Piping and Fittings
 - v. Precast Manhole Shop Drawings
 - vi. Precast Manhole Fittings
 - vii. Manhole Ring, Cover and Steps
 - viii. Manhole Joint Compound
 - ix. Manhole Coating
 - x. Manhole Casting and Barrel Wraps
- n. Utility Conduits
- o. Certification that all materials used are in compliance with specifications included herein.

01410 TESTING LABORATORY SERVICES

1. General: Work under this item shall consist of furnishing all materials, labor and equipment necessary for a private testing laboratory to provide the material testing for items incorporated into the project. The tests, frequency and reports required to confirm contract compliance shall be as specified in the APWA Standard Specifications unless otherwise noted below:

Material Test Standard Frequency

- a. Concrete Compression Tests ASTM C31, C143, C172 1 set of cylinders from the first pour and for each 200 C.Y. thereafter. Note: Air and slump tests are required for each set of cylinders created.
- b. Concrete Slump ASTM C143 At the beginning of each pour and for each 100 C.Y. thereafter.
- c. Concrete Air Content ASTM C231 At the beginning of each pour and for each 100 C.Y . thereafter.

d. Soils Moisture Density ASTM D698 Minimum 1 per soil type (on site or borrow) Soils Soils and Plasticity Index and Classification ASTM D2487 Minimum 1 per soil type Soils In-place Density and Moisture Content ASTM D2922, D3017 Min. of 4 tests per day for each active grading spread (includes Fly Ash Stabilization). Min. 2 per 1000' (Trench backfilling) per lift

One copy of the test results shall be submitted to the Engineer electronically within 24 hours of the test completion, and one hard copy to be submitted to the City within five (5) days of the test completion.

The testing lab must be agreed upon by the Contractor and the City.

2. Payment: No direct payment shall be made. This item shall be considered subsidiary to the bid items of the materials being tested.

01524 WASTE AREA, MATERIAL STORAGE AND SITE APPEARANCE

- 1. A.General: The Contractor shall make his own arrangements for material and equipment storage areas, field office location, and non-soil waste area. The Contractor shall keep the site clean and free of all refuse, rubbish, scrap materials, and debris as a result of construction activities so that at all times the site of the work shall present a neat, orderly and workmanlike appearance. This includes the removal of earth and debris from streets and roads that resulted from the Contractor's activity. The Contractor shall restore the site of work and adjacent disturbed areas to the condition existing before work began as a minimum.
- 2. Payment: No direct payment shall be made. This item shall be considered subsidiary to the bid item, "Mobilization".

01567 POLLUTION CONTROL

1. No open burning will be permitted.

01732 DEMOLITION

- 1. General: This item includes, but is not limited to, the removal and disposal of landscaping items, signs, fences, pipes, existing pavement, and all other items designated for removal in the plans or as directed by the Engineer. All items that are inside the construction limits, including those not listed or shown on the plans, shall be included in this item. Demolition shall be done in accordance with Section 2101 of the APWA Standard Specifications.
 - a. Sawcut Existing Pavement Full Depth: Where portions of the existing asphalt pavement are to be removed, the existing asphalt shall be cut with a concrete saw to full depth. If the remaining asphalt is chipped or cracked during sawing and removal, it shall be resawed behind the limits of the chip or crack. No additional payment will be made for

the replacement of asphalt damaged during construction other than that shown on the plans. This is considered subsidiary to the bid item "Unclassified Excavation."

- 2. Workmanship: All removals, except for suitably sized broken pavement, shall be properly discarded off the project limits and shall not be re-used or used as an embankment material within the project limits.
- 1. Payment: Based on the contract lump sum bid price for "Demolition, Clearing and Grubbing", partial payments will be allowed on the next estimate as follows:

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract

DIVISION 2 – SITEWORK

02050 CONSTRUCTION SURVEY AND STAKING

- 1. General: The Contractor shall be responsible to provide for all required construction surveys.
- 2. Monuments: The Contractor shall furnish and install such materials, surveyors, and assistance as necessary for the proper replacement or resetting of monuments, section corners, property corners, benchmarks, or other reference points that are moved or destroyed by the construction. Replacement or resetting of the items described above shall be conducted under the direct supervision of a Registered Land Surveyor, duly registered in the State of Missouri.
- 3. Layout: Any work done without being properly located and established by base lines, offset stakes, benchmarks or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense.
- 4. Payment: This item is subsidiary to other bid items.

02110 CLEARING AND GRUBBING

- 1. General: Clearing and grubbing shall be done in accordance with Section 2101 of the APWA Standard Specifications.
- 2. Payment: Payment will be made at the contract lump sum price for " Demolition, Clearing and Grubbing" as listed in the Proposal and shall constitute full compensation for all tools, labor, materials and equipment necessary to complete the item including, but limited to, the removal of trees, vegetation, pavements and other improvements as shown on the Plans. Items not specifically called out in the contract for the completion of this item shall be considered subsidiary to "Demolition, Clearing and Grubbing".
- 3. Payment will be based on the contract lump sum bid price for "Demolition, Clearing and Grubbing".

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

02120 MOBILIZATION

2. General: This item shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project except as provided in the contract as separate bid items; and for all other work and operations which must be performed or costs incurred prior to beginning work on the

various items on the project site; for periodic cleanup during construction and for cleanup upon completion of the work.

- 3. Payment: Based on the contract lump sum bid price for "Mobilization" and "Field Office", partial payments will be allowed on the next estimate as follows:
 - a. When 5 percent or more of the original contract amount is earned, 25 percent.
 - b. When 10 percent or more of the original contract amount is earned, an additional 25 percent.
 - c. When 25 percent or more of the original contract amount is earned, an additional percent.
 - d. When 50 percent or more of the original contract amount is earned, the final 25 percent.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

02130 EARTHWORK

- 1. General: Grading shall be in accordance with Section 2100 of the APWA Standard Specifications. Subgrade preparation shall be in accordance with Section 2201 of the APWA Standard Specifications, except as otherwise specified herein.
 - a. Topsoil: The removal of topsoil and the replacement with suitable materials is not included in the earthwork quantities. All excess topsoil shall be stockpiled as directed by the City. All nonpaved areas receiving seed or sod shall have 6" of topsoil placed on the surface immediately prior to seeding/sodding. Removal, hauling and stockpiling excess topsoil shall be considered subsidiary to the bid item "Unclassified Excavation". The placement of topsoil prior to seeding and sodding operations shall be considered subsidiary to the bid item "Embankment".
 - b. Embankment: Embankment shall include the placing and compacting of all materials necessary to construct the improvements as shown on the plans.
 - c. Unclassified Excavation: Unclassified excavation will include the removal of all material regardless of its nature to the excavation limits as shown on the plans. All excess soil shall be stockpiled (separate from the topsoil stockpile) as directed by the City. Hauling and placing excess soil shall be considered subsidiary to the bid item "Unclassified Excavation" No blasting will be allowed for this project.
 - d. Contractor Furnished Borrow: Borrow material meeting the requirements of the City of Riverside will need to be imported, if required.
 Contractor shall have the option of obtaining suitable borrow material from other locations. Contractor must receive written authorization from the City prior to obtaining and or placement of any Contractor Furnished Borrow.
 - e. Overexcavation and Placement of Backfill: At the direction of the Engineer, excavation of unsuitable subgrade material and placement of suitable fill material may be employed. Overexcavation and placement of backfill will include the removal of all unsuitable material beyond the excavation limits as shown on the plans, placement of backfill material and compaction of backfill per the above listed Embankment specifications.

f. DEWATERING. Dewatering equipment shall be provided to remove and dispose of all surface water and groundwater entering excavations, trenches, or other parts of the work. Each excavation shall be kept dry during subgrade preparation and continually thereafter until the structure to be built, or the pipe to be installed therein, is completed to the extent that no damage from hydrostatic pressure, flotation, or other cause will result.

All excavations for concrete structures or trenches which extend down to or below groundwater shall be dewatered by lowering and keeping the groundwater level beneath such excavations 12 inches or more below the bottom of the excavation.

Surface water shall be diverted or otherwise prevented from entering excavations or trenches to the greatest extent possible without causing damage to adjacent property.

The Contractor shall be responsible for the condition of any pipe or conduit which he may use for drainage purposes, and all such pipe or conduit shall be left clean and free of sediment.

- 2. Measurement: Quantities are based on in place volumes to existing ground as determined by cross section areas using the Average End Area Method. No shrink/swell factors have been applied to the excavation and embankment quantities. No measurement will be made to determine the final number of cubic yards of "Embankment" or "Unclassified Excavation" for all other portions of the project unless a substantial change in the plans is made and a change order is necessary. Contractor Furnished Borrow, if required, will be measured by the loose truckload volume (agreed by both the Engineer and Contractor) brought to the construction site at a unit price agreed by both the Engineer and Contractor.
- 3. Payment: Payment will be made for the bid items "Embankment" and "Unclassified Excavation" at the contract unit price for each item as listed on the Itemized Proposal. Placement of all borrow material will be made at the contract unit price for "Embankment". Payment for the removal and replacement of unsuitable subgrade material, if required, will be based on a volume (agreed by both the Engineer and Contractor) at the unit price for the bid items "Unclassified Excavation" and "Embankment". "Dewatering" will be subsidiary to other bid items.

Payment shall constitute full compensation for all labor, materials, and equipment necessary to complete these items, including but not limited to stockpiling and the all items required for the excavation and hauling of all borrow material. Items not specifically called out in the contract for the completion of these items shall be considered subsidiary to "Embankment", and "Unclassified Excavation".

02150 EROSION AND SEDIMENT CONTROL

1. General: Erosion and sediment control shall be in accordance with APWA Standard Specifications Section 2150.

- a. The Contractor is responsible for providing sufficient control of sediment and erosion to prevent migration of sediment off the construction site throughout the duration of the project.
- b. The Contractor is also responsible for maintaining an up to date Storm Water Pollution Prevention Plan (SWPPP) for the duration of the project based on Contractor's means and methods. Maintenance of the SWPPP shall be subsidiary to other bid items related to erosion and sediment control.
- c. All sediment escaping the project site shall be removed immediately at the expense of the Contractor. If existing vegetation is damaged by the sediment, or by the removal of the sediment, it shall be replaced with like vegetation at the expense of the Contractor.
- d. Sediment removal behind all barriers, traps and basins (including the filling of the sediment traps at the end of the project) will not be paid for separately and shall be considered subsidiary to other erosion control bid items.
- 2. Payment: Payment will be based on the contract lump sum bid price for "Sediment Control".

02155 TEMPORARY SEEDING AND MULCHING

- 1. General: This work shall consist of temporary seeding and mulching of all disturbed areas that are not to be paved prior to the placement of permanent seeding or sodding. Temporary seeding and mulching materials and construction shall be in accordance with Section 2153 of the APWA Standard Specifications and as indicated on the plans. This includes fertilizer, mulching and watering of the temporary vegetation.
- 2. Payment: No direct payment shall be made. This item shall be considered subsidiary to the bid items for sediment control.

02201 FLY ASH SUBGRADE STABILIZATION

- 1. General: This item shall consist of the addition of self-cementing fly ash, mixing, and compacting the material to the required density to develop a stabilized subgrade section. This item applies to natural ground or fill and shall be constructed as specified herein and in conformity with the typical sections, lines and grades as shown on the plans or as established by the Engineer.
- 2. Materials:
 - a. Fly Ash:
 - Requirements: Fly ash shall comply with the physical requirements of ASTM D 5239 6.4 maintaining a minimum compressive strength of 500 psi (345 Mpa) at 7 days and the chemical requirements of ASTM C 618, Table 1, for Class C fly ash. The source of the ash shall be identified and approved in advance of stabilization operations so that laboratory tests can be completed prior to commencing work.
 - ii. Basis of Acceptance: The basis of acceptance of fly ash furnished shall be receipt of a certification prepared by the producer to cover the quality of each

shipment. The certification shall be signed by the producer or his assigned representative. The certification shall show compliance with specifications and shall be attached to or be a part of the scale ticket, weigh bill or other shipping document that accompanies each shipment.

- b. Water:
 - i. Requirements: The water used in the stabilized mixture shall be clean, clear, free of sewage, vegetable matter, oil, acid and alkali.
 - Basis of Acceptance: Water known to be potable may be used without testing. All other sources shall be tested in accordance with American Association of State Highway and Transportation Officials (AASHTO) T- 26 and approved by the Engineer.
- c. Equipment:
 - i. The machinery, tools and equipment necessary for proper execution of the work shall be on the project and approved by the Engineer prior to beginning of construction operations. Blending of the soil-fly ash mixture shall be accomplished by a Bomag MPH 100 pulvamixer or equivalent. Compaction shall be achieved using a vibratory padfoot roller. Rubbertired rollers will not be permitted except for finish rolling of the stabilized section. All machinery, tools and equipment used shall be maintained in a satisfactory and competent manner.
 - ii. Fly ash shall be stored and handled in closed weatherproof containers until immediately before distribution. Fly ash exposed to moisture prior to mixing with recycled material shall be discarded.
 - iii. If fly ash is furnished in trucks, each truck shall have the weight of fly ash certified on public scales or the Contractor shall place a set of standard platform truck scales or hopper scales at a location approved by the Engineer.
- d. Construction Requirements:
 - i. General: The purpose of this specification is to secure a completed section of treated material which contains a uniform mixture of fly ash and pulverized material with no loose or segregated area, has a uniform density and moisture content, and is well bound for its full depth. It shall be the responsibility of the Contractor to regulate the sequence of his work, to process a sufficient quantity of material to provide full depth as shown on the Plans, to use the proper amounts of fly ash, to maintain the work, and to rework areas as necessary to meet the above requirements.
 - ii. Weather Limitations: . Soil temperature shall be at or above 40° F at the time fly ash is incorporated. The Contractor shall be responsible for the protection and quality of the fly ash modified subgrade mixture under any weather conditions.
 - iii. Preparation of Roadbed: Before other construction operations are begun, the area where the fly ash stabilized material will be placed shall be cut and shaped in conformance with the lines and grades shown on the plans. All areas shall be firm and able to support, without displacement, the construction equipment and the compaction hereinafter specified. Soft or yielding subgrade shall be corrected and made stable by scarifying, adding fly ash, and compacting until it is of uniform stability. If required, this shall be accomplished on a "time and material" basis. Where the stabilized section is

to extend below the cut surface, the ash shall be distributed uniformly across the surface in a quantity sufficient to provide the specified ash content. The ash shall be incorporated with a pulvamixer with water being added to achieve the specified moisture content.

- iv. Treatment of Subgrade: The subgrade material shall be pulverized through use of the specified equipment. Depth of pulverization shall be as designated. The pulverized subgrade material and fly ash shall be mixed thoroughly until a uniform mixture is obtained. All clods shall be reduced in size by mixing until the pulverized subgrade material-fly ash mixture meets the following size requirement when tested. Sieve Size Percent Retained: 1 1/2 inch 0%, 1/2 inch 50% maximum
 - Moisture Control: Moisture control shall be achieved through use of a v. pulvamixer equipped with a spray bar in the mixing drum capable of applying sufficient quantities of water to achieve the required moisture content for the soil-fly ash mixture. The system shall be capable of being regulated to the degree as to maintain moisture contents within the specified range. Required moisture contents will be established by the Engineer based on laboratory tests (performed by the Contractor) with the site soils and specific fly ash to be used for the treatment. Laboratory test results shall be provided to the Engineer by the Contractor. For each soil type and fly ash source, testing shall include ASTM D558 modified to a 2 hour delay. At each moisture content, strength testing (ASTM D 1633) modified to curing sealed for 7 days at 100 degrees (F) shall be performed. If moisture contents exceed the specified limits, additional fly ash may be added to lower moisture contents to the required limits. Lowering moisture contents by aeration following addition of fly ash will not be allowed.
- vi. Application: Immediately prior to application of fly ash, the area shall be bladed to allow uniform distribution of fly ash. The fly ash shall be spread in an approved manner at a rate of 15 percent of the subgrade soil weight on a dry unit weight basis. The fly ash shall be distributed at a uniform rate and in such manner as to reduce the scattering of fly ash by wind to a minimum. Fly ash shall not be applied when wind conditions, in the opinion of the Engineer, are such that blowing fly ash will become objectionable to adjacent property owners. Mixing operations shall commence within 1 hour after distribution of the fly ash.
- vii. Mixing: The soil and fly ash shall be thoroughly mixed by an approved mixer or other approved equipment, and the mixing continued until, in the opinion of the Engineer, a homogeneous, friable mixture of soil and fly ash, free from all clods or lumps, is obtained. If the soil fly ash mixture contains clods, they shall be reduced in size by additional pulverization.
- viii. Compaction: Compaction of the mixture shall begin immediately after mixing of the fly ash and be completed within two hours following incorporation of fly ash. Compaction of the mixture shall begin at the bottom and shall continue until the entire depth of the mixture is uniformly compacted to the specified density using padfoot or similar rollers. All non-uniform (too wet, too dry or insufficiently treated) areas that appear shall be corrected immediately by repulverizing the areas affected, adding or removing material

as required and remixing and recompacting. The stabilized section shall be compacted to a minimum of 95 percent of the material's maximum dry density as determined by ASTM D 558 (modified to a 2 hour delay). Moisture content of the soil-fly ash mixture shall be within 3% of the optimal moisture content as developed from the laboratory compaction and strength tests. In addition to the requirements specified for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed, tests will be made by the Contractor. If the material fails to meet the density or moisture content requirements, the Engineer may require it be reworked as necessary to meet those requirements or require the Contractor to change his construction methods to obtain required density on the next section. Additional fly ash will be added to areas that are reworked and amount required will be established by the engineer. Should the material due to any reason or cause, lose the required stability, density and finish before the work is accepted, it shall be reprocessed, recompacted and refinished at the sole expense of the Contractor. Reprocessing shall follow the same pattern as the initial stabilization including the addition of fly ash. Placement of fill over the initial stabilized lift shall be delayed 24 hours after final compaction of the stabilized section. Method of fill placement shall be adjusted to minimize disturbance of the stabilized section. Unstable areas that develop during placement of fill shall be undercut below the initial stabilized section. Soils below the undercut area shall be stabilized with self-cementing fly ash and successive lifts of stabilized soil shall be placed to the surrounding grade.

- ix. Finishing and Curing: After the stabilized section has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections.
 - 1. After the fly ash treated course has been finished as specified herein, the surface shall be protected against rapid drying by either of the following curing methods for a period of not less than three days or until the pavement section is placed:
 - a. Maintain in a thorough and continuously moist condition by sprinkling.
 - b. Apply a 2-inch layer of earth on the completed course and maintain in a moist condition.
- 3. Method of Measurement: "Fly Ash Stabilized Subgrade" shall be measured by the square yard (top of final subgrade).
- 4. Payment: Payment for "Fly Ash Stabilized Subgrade" will be made at the contract unit prices as listed in the Itemized Proposal. Such payment and price shall constitute full compensation for all correction of secondary subgrade; for loosening, mixing, pulverizing, spreading, drying, application of fly ash, application of retarder, shaping and maintaining; for all curing including all curing water and/or other curing materials; for all manipulations required, for all hauling and freight involved; for all tools, equipment, labor and for all incidentals necessary to complete the work including, but not limited to, performing laboratory compaction and strength

tests as specified and submitting the results to the Engineer. Items not specifically called out in the contract for the completion of these items shall be considered subsidiary to "Fly Ash Stabilized Subgrade". Soil for all fly ash stabilization work is included in the earthwork quantities.

02203 ROCK LINING

- 1. General: This item shall consist of furnishing all materials, labor and equipment and performing all work necessary to construct rock liners at the locations shown on the plans or as directed by the engineer.
- 2. Measurement: "Stone Rip-Rap Lining" shall be measured by the square yard in place.
- 3. Payment: Payment will be made at the contract unit price for "Stone Rip-Rap Lining" as listed in the Itemized Proposal. Such payment and price shall constitute full compensation for furnishing all labor, equipment and materials necessary to complete the items. Items not specifically called out in the contract for the completion of these items shall be considered subsidiary to "Stone Rip-Rap Lining".

02205 ASPHALTIC CONCRETE SURFACE AND BASE

- General: Asphaltic concrete surface and base materials and construction shall be in accordance with Section 2205 of the APWA Standard Specifications and shall have a smooth transition to existing pavement. The type of asphaltic concrete surface and base to be used shall be as shown on the construction plans. Only virgin material shall be used for the asphaltic concrete surface and up to 30 % Recycled Asphalt Pavement (RAP) may be used in the asphaltic concrete base material. Prime Coat for asphaltic concrete base and Tack Coat for asphaltic concrete surface shall be in accordance with Section 2204 of the APWA Standard Specifications. Payment for Tack Coat and/or Prime Coat shall be subsidiary to the other Asphaltic Concrete bid items. Contractor may use any of the liquid asphalt materials listed in Section 2204.2 in accordance with the type of application and surface. Subgrade Preparation for asphaltic concrete base shall be as set forth in Section 2201 of the APWA Standard Specifications.
- 2. Measurement: "2" APWA Type 6-01 Asphaltic Concrete Surface" and "9" APWA Type 5-01 Asphaltic Concrete Base" shall be measured by the square yard as indicated on the plans.
- 3. Payment: Payment for "2" APWA Type 6-01 Asphaltic Concrete Surface" and "9" APWA Type 5-01 Asphaltic Concrete Base" will be made at the contract unit prices as listed in the Itemized Proposal. Such payment and price shall constitute full compensation for cleaning and tacking of the underlying course, transitioning to the existing pavement surface, and for furnishing all labor, equipment, and materials and for the performance of all work necessary to complete the item. No additional payment will be made to construct the required base below the curb and gutter. Items not specifically called out in the contract for the completion of these items shall be considered subsidiary to "2" APWA Type 6-01 Asphaltic Concrete Surface" and "9" APWA Type 5-01 Asphaltic Concrete Base"".

02208 PORTLAND CEMENT CONCRETE PAVING

- 1. Sidewalks:
 - a. General: The sidewalk and sidewalk ramp materials and construction shall be in accordance with the Standard Plans and Section 2301 of the APWA Standard Specifications except as modified by the Construction Plans.
 - i. All ramps shall be ADA Compliant and shall include truncated domes per APWA ramp details. The panels with truncated domes shall be "Armor-Tile" cast in place tiles (red in color) or approved equal.
 - ii. The joint pattern for the concrete median shall be approved by the Engineer prior to the placement of the concrete median
 - b. Measurement: "5'-0" Concrete Sidewalk" shall be measured by the square foot and "Type "A" Sidewalk Ramp" shall be measured by each.
 - c. Payment: Payment for "5'-0" Concrete Sidewalk" and "Type "A" Sidewalk Ramp" will be made at the contract unit prices as listed in the Itemized Proposal. Such payment and price shall constitute full compensation for furnishing all labor, equipment and materials and for the performance of all work necessary to complete these items. Items not specifically called out in the contract for the completion of these items, including but not limited to the truncated dome tiles, shall be considered subsidiary to "5'-0" Concrete Sidewalk" and "Type "A" Sidewalk Ramp".

02209 PORTLAND CEMENT CONCRETE CURB

- 1. General: The concrete curb materials and construction shall be in accordance with the Standard Plans and Section 2209 of the APWA Standard Specifications.
- 2. Measurement: "Type CG-1 Curb & Gutter with Rebar" shall be measured by the linear foot. "Type CG-1 Curb & Gutter without Rebar" shall be measured by the linear foot.
- 3. Payment: Payment for "Type CG-1 Curb & Gutter with Rebar" and "Type CG-1 Curb & Gutter without Rebar" will be made at the contract unit price as listed in the Itemized Proposal. Such payment shall constitute full compensation for all materials, labor and equipment necessary to complete the item. Items not specifically called out in the contract for the completion of this item shall be considered subsidiary to "Type CG-1 Curb & Gutter with Rebar" and "Type CG-1 Curb & Gutter with Rebar".

02400 SEEDING, SODDING

- 1. General: Permanent seeding and sodding materials and construction shall be in accordance with Section 2400 of the APWA Standard Specifications and as indicated on the plans.
 - a. Seeding shall be seeding Type "A".

- 2. Measurement: "Seeding" shall be measured per acre placed and "Sodding" shall be measured per square yard.
- 3. Payment: A performance standard shall be met before acceptance of the seeding work. At least 2 random counts per acre in representative areas of the project will be conducted. All seeded areas shall have a minimum of 20 living plants, uniformly spaced, of the specified type per square foot. Payment for "Seeding" and "Sodding" will be made at the contract unit price as listed in the Itemized Proposal. Such payment shall constitute full compensation for all materials, labor and equipment necessary to complete the item. This includes, but not limited to, seedbed preparation, mulching, fertilizer and watering until the vegetation is accepted. Items not specifically called out in the contract for the completion of these items shall be considered subsidiary to "Seeding" and "Sodding".

02600 STORM SEWERS

- 1. General: The materials and construction methods for storm sewer work shall conform to Section 2600 of the APWA Standard Specifications and to the details as shown on the plans. At the completion of the project and prior to final payment, the Contract will be required to submit a listing of the "as-built" elevations of the top of all curb inlets and the inverts of all pipes and reinforced concrete boxes (surveyed by a registered land surveyor in the State of Missouri). This shall be subsidiary to other bid items in this section.
- 2. Measurement: "Std. 6'x4' Curb Inlet (APWA Type 2)", "15" RCP End Section w/Toe Wall", shall be measured by each. "15" RCP Storm Sewer" shall be measured by the linear foot in place.
- 3. Payment: Payment will be made at the contract unit price for "Std. 6'x4' Curb Inlet (APWA Type 2)", "15" RCP End Section w/Toe Wall" and "15" RCP Storm Sewer" as listed in the Itemized Proposal. Such payment shall constitute full compensation for all labor materials, equipment, and tools necessary to complete the items. Items not specifically called out in the contract for the completion of these items shall be considered subsidiary to them.

02870 PAVEMENT MARKINGS

- 1. General: The materials and construction methods for the pavement markings to be installed on this project shall conform to Section 2306 of the APWA Standard Specifications and to the details as shown on the plans.
- 2. Material: All pavement symbol markings shall be pre-formed thermoplastic. All other pavement markings shall be thermoplastic.
- 3. Qualification and Previous Successful Experience: The Contractor or subcontractor must be competent in the application of the specified pavement marking materials. Before the work is started, the Contractor must submit to the Owner evidence of his competence and previous experience with this type of work.

- 4. Guarantee: The Contractor shall guarantee that of the pre-formed thermoplastic markings and thermoplastic markings, there shall remain at the end of one (1) year ninety (90) percent of the original material installed. If these percentages do not remain at the end of the specified service period, the contractor at no expense to the City, shall bring the markings back up to standards for the length of service, provided the failure is due to either defective material or improper installation techniques. Failures resulting from causes other than material or application procedures will not be the responsibility of the Contractor.
- 5. Payment: Payment will be based on the contract lump sum bid price for "Pavement Marking" as listed in the Itemized Proposal. Such payment shall constitute full compensation for all labor, materials, equipment and tools necessary to complete the items. Items not specifically called out in the contract for the completion of these items shall be considered subsidiary to them.

02880 SIGNAGE

- General: The materials and construction methods for the permanent signs and delineators to be installed on this project shall conform to the details as shown on the plans; and, to Section 903 and all referenced sections of the Missouri Standard Specifications for Highway Construction (current edition) as published by the Missouri Highways and Transportation Commission, except as modified below:
- 2. Payment: Payment will be based on the contract lump sum bid price for "Signage" as listed in the Itemized Proposal. Such payment shall constitute full compensation for all labor, materials, equipment and tools necessary to complete the items. Items not specifically called out in the contract for the completion of these items shall be considered subsidiary to them.

02890 TEMPORARY TRAFFIC CONTROL

- 1. General: Temporary traffic control on this project shall be done in accordance with Section 616 and all referenced sections of the Missouri Standard Specifications for Highway Construction (current edition) as published by the Missouri Highways and Transportation Commission. This section shall cover all temporary traffic control devices as detailed on the plans or as directed by the Engineer in charge of construction.
- 2. Temporary Traffic Control Devices: All temporary traffic control devices shall be in conformance with "Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD)," Current Edition and its latest revisions.
- 3. The following additional requirements will apply to the temporary traffic control provided on this project:
 - a. The Contractor will be required to supply all necessary temporary traffic control devices to protect, warn and guide the traveling public and to protect the work and workers. Any request for changes in the required devices or methods of maintaining traffic

should be submitted in writing to the Engineer a minimum of 72 hours prior to the time the contractor wishes to make the change.

- b. The Contractor will make observations of the temporary traffic control devices installed as part of this contract and maintain an accurate record of any maintenance required and the date on which it was completed. These records shall be incorporated into the final project records.
- c. The Contractor will be required, at the time of the pre-construction conference, to detail a method by which the maintenance of the required temporary traffic control devices will be accomplished during the working and non-working hours. The Contractor shall assign a specific person to be responsible for the installation and maintenance of temporary traffic control devices. This information shall be provided to the Engineer and the City. The Contractor may, at his option, establish a Maintenance Agreement, approved by the City, with one of the area sign companies to supply, install and maintain required temporary traffic control devices throughout the duration of this project. This will in no way eliminate or reduce the Contractor's responsibility to place and maintain temporary traffic control devices as outlined in these documents. When the temporary traffic control devices are no longer needed, immediate removal of said devices shall be included in this Agreement.
- d. The Engineer will inspect the work area at various times to determine if any additional temporary traffic control devices are necessary or if any maintenance is required to the temporary traffic control devices in place. Any said device which requires maintenance or any additional traffic control needs found during these inspections will be reported to the Contractor and to the City. It will be the responsibility and at the cost of the Contractor to perform the necessary maintenance or provide additional temporary traffic control devices as soon as practicable after notification by the Engineer.
- 4. Payment: Payment will be made at the contract lump sum price for "Traffic Control" as listed in the Itemized Proposal and shall constitute full compensation for all tools, labor, materials and equipment necessary for the manufacture, transportation, storage, erection, maintenance, relocating and removal of all temporary traffic control devices as required by the City or the Engineer. This includes advance warning signs, concrete barriers, barricades, temporary pavement markings and all other traffic control devices. Items not specifically called out in the contract for the completion of this item shall be considered subsidiary to "Traffic Control".
- 5. Payment of the lump sum for "Traffic Control" will be proportional to the total amount of work submitted for payment (i.e. if 25% of the total contract price is submitted for payment, then up to 25% of the lump sum for "Traffic Control" will be allowed for payment).

AN ORDINANCE APPROVING AN AGREEMENT WITH THE CITY OF HOUSTON LAKE, MISSOURI FOR FIRE, RESCUE AND MEDICAL FIRST RESPONSE SERVICE

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 ("Board") hereby approves the Agreement for Fire, Rescue and Medical First Response Service by and between the City of Riverside and the City of Houston Lake, Missouri, in substantially the form attached hereto, and the Mayor is authorized to execute the Agreement.

<u>SECTION 2 – AUTHORITY GRANTED</u>. 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 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.

<u>SECTION 3 – EFFECTIVE DATE</u>. This Ordinance shall be in full force and effect from and after its passage and approval.

BE IT REMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this _____ day of _____, 2015.

Mayor Kathleen L. Rose

ATTEST:

Agreement for Fire, Rescue and Medical First Response Service

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 by and between THE CITY OF RIVERSIDE, MISSOURI, a municipal corporation hereinafter called CYRS and THE CITY OF HOUSTON LAKE, MISSOURI a municipal corporation hereinafter called CYHL.

Whereas:

The CYHL desires to upgrade the services available to its City's residents & business by providing high levels of fire suppression, medical first response, hazardous materials response, water rescue services and prevention, education; and,

The CYRS desires to enhance the services provided to its City's residents by expanding its current fire prevention, education, suppression, medical first response, hazardous materials response and water rescue services capabilities, and by using additional revenues available under this agreement will offset additional costs of these expanded services that would otherwise be borne solely by its taxpayers; and,

The CYRS is a duly authorized provider of such services in accordance with Missouri State Statutes; and,

A determination has been made by the Boards of both areas that the following Agreement is a cost effective mechanism to provide such services.

Now, therefore, in consideration of the mutual undertakings herein contained and other good and valuable consideration, the parties covenant and agree as follows:

- 1. The CYRS shall furnish its equipment, personnel, and services at the request of persons who are residents or businesses of the CYHL from the CYRS station located within the CYRS.
- 2. The CYRS shall furnish equipment, personnel to conduct fire suppression, emergency medical care, vehicle extrication, rescue, water rescue, pre-fire planning, prevention and education services, to include fire code education, to all properties and persons located within the corporate boundaries of CYHL. Such service shall be rendered on the same basis as is rendered to persons and properties within CYRS, but the CYRS assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous service calls whereby facilities and resources of CYRS are taxed beyond its ability to render comparable service, the officers and employees of CYRS shall have discretion as to the priority of handling such calls.
- 3. The CYRS shall in the absence of CYHL having a fire code enforcement process be able to conduct pre-fire safety plan inspections of commercial structures to ensure the safety of its personnel. These inspections are a non-punitive process and for the sole purpose of providing a safe atmosphere for the CYRS to operate in.

- 4. In consideration for the CYRS's furnishing such equipment, personnel, and services, the CYHL shall pay to the CYRS an annual fee of \$19,000, payable in equal monthly installments, which is the agreed upon amount by both CYHL and CYRS for annual service.
- 5. This Agreement shall continue on an annual basis with either party having the right to terminate this Agreement with 180 days written notice to the other party.
- 6. In consideration of the payment of such sum of money, CYRS agrees to pay all of its expenses of organization, operation and all costs of acquiring, supplying and maintaining the necessary personnel with which to control and prevent fire and provide medical first response and light rescue services within the CYHL. The CYHL shall pay no additional monies to the CYRS except for the sum outlined herein.
- 7. This agreement will be in full force and effect from July 1, 2015 until midnight June 30, 2017, unless terminated according to the provision of paragraph 4.
- 8. This Agreement shall be modified only by the written agreement of both parties.
- 9. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and venue shall be in Platte County, Missouri.
- 10. This Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

Executed this _____day of ______, 2015, by authority of the Board of Alderman

CITY OF RIVERSIDE, MISSOURI

By:_____ Mayor Kathleen L. Rose

ATTEST:

Robin Littrell, City Clerk

CITY OF HOUSTON LAKE, MISSOURI

By:___

Mayor Michael Hallauer

ATTEST:

Marsha Duncan, City Clerk

BILL NO. 2015-045

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT WITH THE CITY OF NORTHMOOR, MISSOURI FOR FIRE, RESCUE AND MEDICAL FIRST RESPONSE SERVICE

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 ("Board") hereby approves the Agreement for Fire, Rescue and Medical First Response Service by and between the City of Riverside and the City of Northmoor, Missouri, in substantially the form attached hereto, and the Mayor is authorized to execute the Agreement.

<u>SECTION 2 – AUTHORITY GRANTED</u>. 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 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.

<u>SECTION 3 – EFFECTIVE DATE</u>. This Ordinance shall be in full force and effect from and after its passage and approval.

BE IT REMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this _____ day of _____, 2015.

Mayor Kathleen L. Rose

ATTEST:

Agreement for Fire, Rescue and Medical First Response Service

THIS AGREEMENT is made and entered into this _____ day of _____, 2015 by and between THE CITY OF RIVERSIDE, MISSOURI, a municipal corporation hereinafter called CYRS and THE CITY OF NORTHMOOR, MISSOURI a municipal corporation hereinafter called CYNM.

Whereas:

The CYNM desires to upgrade the services available to its City's residents & business by providing high levels of fire suppression, medical first response, hazardous materials response, water rescue services and prevention, education; and,

The CYRS desires to enhance the services provided to its City's residents by expanding its current fire prevention, education, suppression, medical first response, hazardous materials response and water rescue services capabilities, and by using additional revenues available under this agreement will offset additional costs of these expanded services that would otherwise be borne solely by its taxpayers; and,

The CYRS is a duly authorized provider of such services in accordance with Missouri State Statutes; and,

A determination has been made by the Boards of both areas that the following Agreement is a cost effective mechanism to provide such services.

Now, therefore, in consideration of the mutual undertakings herein contained and other good and valuable consideration, the parties covenant and agree as follows:

- 1. The CYRS shall furnish its equipment, personnel, and services at the request of persons who are residents or businesses of the CYNM from the CYRS station located within the CYRS.
- 2. The CYRS shall furnish equipment, personnel to conduct fire suppression, emergency medical care, vehicle extrication, rescue, water rescue, pre-fire planning, prevention and education services, to include fire code education, to all properties and persons located within the corporate boundaries of CYNM. Such service shall be rendered on the same basis as is rendered to persons and properties within CYRS, but the CYRS assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous service calls whereby facilities and resources of CYRS are taxed beyond its ability to render comparable service, the officers and employees of CYRS shall have discretion as to the priority of handling such calls.
- 3. The CYRS shall in the absence of CYNM having a fire code enforcement process be able to conduct pre-fire safety plan inspections of commercial structures to ensure the safety of its personnel. These inspections are a non-punitive process and for the sole purpose of providing a safe atmosphere for the CYRS to operate in.

- 4. In consideration for the CYRS's furnishing such equipment, personnel, and services, the CYNM shall pay to the CYRS an annual fee of \$20,000, payable in equal monthly installments, which is the agreed upon amount by both CYNM and CYRS for annual service.
- 5. This Agreement shall continue on an annual basis with either party having the right to terminate this Agreement with 180 days written notice to the other party.
- 6. In consideration of the payment of such sum of money, CYRS agrees to pay all of its expenses of organization, operation and all costs of acquiring, supplying and maintaining the necessary personnel with which to control and prevent fire and provide medical first response and light rescue services within the CYNM. The CYNM shall pay no additional monies to the CYRS except for the sum outlined herein.
- 7. This agreement will be in full force and effect from July 1, 2015 until midnight June 30, 2017, unless terminated according to the provision of paragraph 4.
- 8. This Agreement shall be modified only by the written agreement of both parties.
- 9. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, and venue shall be in Platte County, Missouri.
- 10. This Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

Executed this _____day of ______, 2015, by authority of the Board of Alderman

CITY OF RIVERSIDE, MISSOURI

by:_____ Mayor

ATTEST:

Secretary

CITY OF NORTHMOOR, MISSOURI

by:___

Mayor

ATTEST:

City Clerk

AN AMENDMENT TO SECTION 2 OF THE ORDINANCE AUTHORIZING THE EMPLOYMENT OF CLAYTON SEALS AS A FULL-TIME FIRE FIGHTER IN THE DEPARTMENT OF PUBLIC SAFETY AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE

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

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

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Clayton Seals as a Fire Fighter in the Department of Public Safety as provided herein;

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

SECTION 1 – HIRING OF EMPLOYEE. Clayton Seals is hereby employed as a Full-Time Fire Fighter in the Department of Public Safety.

SECTION 2 – STARTING SALARY. The starting salary for this position shall be set at \$37,600 per year and the employee shall be placed on a one-year work test period. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

<u>SECTION 4 – SEVERABILITY CLAUSE.</u> The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect as of April 8th, 2015.

BE IT REMEMBERED that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 2ND day of June, 2015.

Kathleen L. Rose, Mayor

ATTEST:

AN AMENDMENT TO SECTION 2 OF THE ORDINANCE AUTHORIZING THE EMPLOYMENT OF SETH JOHNSTON AS A FULL-TIME FIRE FIGHTER IN THE DEPARTMENT OF PUBLIC SAFETY AND ESTABLISHING A SALARY AND START DATE FOR SUCH EMPLOYEE

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

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

WHEREAS, the Board of Aldermen find it is in the best interest of the City to approve the appointment of Seth Johnston as a Fire Fighter in the Department of Public Safety as provided herein;

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

SECTION 1 – HIRING OF EMPLOYEE. Seth Johnston is hereby employed as a Full-Time Fire Fighter in the Department of Public Safety.

SECTION 2 – STARTING SALARY. The starting salary for this position shall be set at \$37,600 per year and the employee shall be placed on a one-year work test period. The salary shall thereafter be adjusted according to the annual budget and the personnel policies and procedures of the City as may be adopted from time to time.

SECTION 3 - REPEAL OF ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

<u>SECTION 4 – SEVERABILITY CLAUSE.</u> The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 5 – EFFECTIVE DATE. This ordinance shall be in full force and effect as of April 8th, 2015.

BE IT REMEMBERED that the above was read two times by heading only, passed and approved by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this 2ND day of June, 2015.

Kathleen L. Rose, Mayor

ATTEST:

BILL NO. 2015-048

ORDINANCE NO.

AN ORDINANCE APPROVING A WORK ZONE ENFORCEMENT PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

1. That the Riverside Board of Aldermen ("Board") hereby approves the Statewide Transportation Improvement Program On Call Work Zone Enforcement Program Agreement, in substantially the form attached hereto, by and between the City of Riverside and the Missouri Highways and Transportation Commission. The Mayor is authorized to execute the Agreement on the City's behalf.

2. 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 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.

3. This Ordinance shall be in full force and effect from and after its passage and approval.

BE IT REMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this _____ day of _____, 2015.

ATTEST:

Mayor Kathleen L. Rose

CCO Form: HS06 Approved: 07/06 (AMN) Revised: 04/15 (BDG) Modified:

PROGRAM ORDER TO AGREEMENT DATED _____

C.F.D.A. Number: 20.205

Program Order Number: CWZEA62Z

Date:

Contract Amount: \$5,000.00

Effective Date: July 1, 2015

Completion Date: December 31, 2016

Contractor: Riverside Police Department

Mail Invoices/Vouchers to: MoDOT Traffic and Highway Safety Division PO Box 270 Jefferson City, MO 65102

This Program Order is issued under the authority of the Agreement between the Missouri Highways and Transportation Commission (the "Commission") and the City of <u>Riverside</u> (the "<u>City</u>") dated and is subject to all applicable provisions and covenants of that Agreement, which are incorporated herein by this reference.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed intending to be bound thereby.

20	Executed by the <u>City</u> of <u>Riverside</u> this	day of,
20	Executed by the Commission this	_day of,
	OURI HIGHWAYS AND ISPORTATION COMMISSION	CITY OF <u>RIVERSIDE</u>
		Ву
Title _		Title
Attest		
Secre	tary to the Commission	
Appro	ved as to Form:	

Commission Counsel

CCO Form: HS3A Approved: 07/06 (AMN) Revised: 06/13 (ASB) Modified:

Award years:2015-2019Region:KC – Kansas City

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM ON CALL WORK ZONE ENFORCEMENT PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of <u>Riverside</u>, a municipal corporation in the State of Missouri (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) <u>PURPOSE</u>: The Commission has authorized funds to be used to support Statewide Transportation Improvement Program (hereinafter, "STIP") On Call Work Zone Enforcement activities. The purpose of this Agreement is to grant the use of such funds to the City.

(2) <u>ACTIVITY</u>: The funds which are the subject of this Agreement are provided to support law enforcement work zone activities to further STIP On Call Work Zone Enforcement.

(3) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial

Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(4) <u>AMENDMENTS:</u> Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(5) <u>COMMISSION REPRESENTATIVE</u>: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) <u>CITY REPRESENTATIVE</u>: The City's ______ is designated as the City's representative for the purpose of administering the provisions of this Agreement. Further, the City's ______ shall have the authority to execute Program Orders in accordance with this Agreement.

(7) <u>NONDISCRIMINATION CLAUSE</u>: The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(8) <u>ASSIGNMENT</u>: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) <u>CANCELLATION</u>: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) <u>FUNDING/REIMBURSEMENT</u>:

(A) <u>General</u>: With regard to work under this Agreement, the City agrees that funds to implement work zone law enforcement activities shall only be available for reimbursement of eligible costs which have been incurred by the City. The City shall

supply to the Commission copies of all bid information, purchase orders, invoices and, for hours worked, certified payroll (on Program Agreements that include salaries). Any costs incurred by the City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments or Task Orders.

(B) <u>Peace Officer Standards and Training</u>: Law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.

(12) <u>EQUIPMENT</u>:

(A) <u>Procurement</u>: The City may use its own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

(1) Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement.

(2) Price or rate quotations shall be solicited from at least three (3) sources.

(3) All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition.

(4) The City shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of procurement.

(5) If for some reason the low bid is not acceptable, the City must have written approval from the MHTC prior to bid approval and purchase.

(6) The City will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

(B) <u>Disposition</u>: The City shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$3,000 or more. City must keep and maintain equipment with a cost of under \$3,000 until it is no longer useful for its originally intended purpose.

(C) <u>Replacement</u>: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the City's previous twelve months authorized strength.

(13) <u>ACCOUNTING</u>: The City shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in

questioned costs. The City must document the following: (1) Receipt of funds, (2) date and amount paid to officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

(14) <u>PROGRAM ORDER</u>: On Call Work Zone Enforcement funding will be conducted under a Program Order. Each Program Order must be executed by the Commission and the City's Representative. Each Program Order shall contain, but is not limited to the following:

(A) Program Order Job Number(s).

(B) Funds available for the completion of the Program Order.

(C) Starting and completion dates for the Program Order.

(15) <u>LIMITS ON OVERTIME</u>: The City will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

(16) <u>USE OF FUNDS</u>: Any employee of the City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of the City participates in activities prohibited by the Hatch Act, the City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(17) <u>AUDIT OF RECORDS</u>: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(18) <u>VENUE:</u> It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) <u>FINAL AUDIT</u>: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(20) <u>SOLE BENEFICIARY</u>: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(21) <u>EMPLOYEES ONLY</u>: The funding granted by the Commission to the City under this Agreement extends only to reimbursement for work zone enforcement by employees of the City covered by the City worker's compensation plan.

(22) <u>DURATION AND EXTENSION</u>: Unless otherwise terminated, this Agreement shall be in effect for five years from the execution of this Agreement. Upon the approval of both parties, the terms and conditions of this Agreement are renewable for an additional two, one year extensions from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(23) <u>AUTHORITY TO EXECUTE</u>: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this da	y of, 20
Executed by the Commission thi	s day of, 20
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF <u>RIVERSIDE</u> , MISSOURI
Ву	Ву
Title	Title
ATTEST:	
Secretary to the Commission	Ву
Subjective to the Commission	Title
Approved as to Form	
Commission Counsel	Ву
	Title
	ATTEST:
	Ву
	Title
	Approved as to Form:
	·
-	Fitle
(Ordinance No



Traffic and Highway Safety 830 MoDOT Drive P. O. Box 270 Jefferson City, Missouri 65102

Missouri Department of Transportation *David B. Nichols, Director* 573.751.4161 Fax: 573.634.5977 1.800.800.2358

April 29, 2015

Riverside Police Department Captain Gary McMullin 2990 NW Vivion Road Riverside, MO 64150

Dear Captain McMullin:

Enclosed are a Work Zone Enforcement Program Agreement and a Program Order between the Missouri Highways and Transportation Commission (MHTC) and your agency for enforcement to be conducted in designated Missouri Department of Transportation (MoDOT) Work Zones.

The Work Zone Enforcement Program Agreement will be valid for the award years 2015-2019. The award years establishes a lengthier term agreement so that the agreement and an ordinance will only need to be passed every five years. In addition, on the Program Agreement article (6), please fill in your agency's representative's title.

The Work Zone Enforcement Program Order is for Program Order Number CWZEA62Z in the contract amount of \$5,000.00 with the effective date of July 1, 2015 thru December 31, 2016.

Please have the appropriate authorizing official sign and date all three copies of the Work Zone Enforcement Program Agreement and Program Order. Return all completed copies of the Work Zone Enforcement Program Agreement, Program Order and a <u>copy of the ordinance</u> to the MoDOT Traffic and Highway Safety Division.

Once the Work Zone Enforcement Program Agreement and Program Order have been fully executed by MHTC, one original copy will be returned to your agency and your agency may begin work.

If you have any questions about the process, please call me at 573-751-5417.

Sincerely,

Bill Whitfield Highway Safety Director

c: Chief Gregory Mills Enclosure



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri. www.modot.org

A RESOLUTION ADOPTING THE FISCAL YEAR 2015-2016 ANNUAL BUDGET FOR THE CITY OF RIVERSIDE, MISSOURI.

WHEREAS, the Board of Aldermen adopted a fiscal year that begins on July 1 of each year and ends on June 30 of the following year; and

WHEREAS, the Finance Director, in consultation with city staff, the City Administrator, and the Mayor and Board of Aldermen, has prepared a proposed budget for Fiscal Year 2015-2016 and submitted it to the Board of Aldermen, in accordance with Chapter 67 of the Missouri Revised Statutes; and

WHEREAS, the Board of Aldermen has studied, examined and discussed the proposed budget in public meetings and amended the proposed budget with such revisions, alterations, increases or decreases as the Board deems advisable; and

WHEREAS, the total expenditures from the various funds in the proposed budget, as amended by the Board of Aldermen, do not exceed the estimated revenues to be received plus any unencumbered balances, as required by Chapter 67 of the Missouri Revised Statutes; and

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Riverside to adopt the Fiscal Year 2015-2016 Budget attached hereto and made a part hereof by reference;

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

THAT the Annual Budget for the Fiscal Year 2015-2016 is hereby approved and adopted authorizing and appropriating expenditures and transfers in the amount of \$26,133,864 as set forth in Exhibit A attached hereto and incorporated herein.

FURTHER THAT said budget includes the following information:

- a. A budget message, describing the important features of the budget and major changes from the preceding year;
- Estimated revenues to be received from all sources for the budget year, with a comparative statement of actual or estimated revenues for the two years next preceding, itemized by year, fund, and source;
- c. Proposed expenditures for each department, office, commission, and other classification for the budget year, together with a comparative statement of actual or estimated expenditures for the two years next preceding, itemized by year, fund, activity, and object;

RESOLUTION NO. R – 2015-027

- c. The amount required for the payment of interest, amortization, and redemption charges on the debt of the political subdivision; and
- e. A general budget summary.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the _____ day of June, 2015.

Mayor Kathleen L. Rose

ATTEST:

Robin Littrell, City Clerk

2015/16 Adopted Budget

		Capital	Community
	General Fund	Improvement Fund	Develop. Fund
	5,185,508	1,855,273	286,414
Permits & Licenses	95,500	Ē	÷
Fees Fines & Forfeitures	332,000	÷.	<u>i</u>
Taxes	2,377,600	<u>5</u>	<u>-</u>
Investment Income	15,000	400	400
Real Estate Income	4,000,000	-	-
Miscellaneous	122,360	-	<u>-</u>
- btotal	6,942,460	400	400
- Assigned Income:			
TIF Revenue	8	1	101,500
Reimb. from Other Entities		1,200,000	
Sale of Land Proceeds	8	1	1 2
Bond Proceeds	-	1	1,100,000
Missouri Gaming Commissior	÷	5,842,500	, = 5.
Total Assigned Income		7,042,500	1,201,500
Transfers From Other Funds	3,000,000		10 10
- Total Revenue	9,942,460	7,042,900	1,201,900
- Available Funds	15,127,968	8,898,173	1,488,314
Expenditures			
Administration	1,565,010	= 0	-
Human Resources	131,000		
Municipal Court	189,822	-	i .:
PS Administration	531,188	-	. R .
Police Services	2,282,087	-	-
Operations Support	642,120	-	.
Fire	1,618,489	-	
Public Works	1,269,720	-	
Engneering	218,354	-	1
Building Maintenance	334,000	-	
Parks	336,100	-	; _ _)
Community Center	386,819	-	
Community Development	482,955	-	-
Capital Project Expenditures	2 	4,724,700	650,000
Horizons CID Assessment	124,000		,
Debt Service			-
Total Expenditures	10,111,664	4,724,700	650,000
Transfers To Other Funds	300,000	3,000,000	-
Total Expenditures & Transfers	10,411,664	7,724,700	650,000
06/30/16 Fund Balance	4,716,304	1,173,473	838,314
=			

apital Equip	Debt Service	Tourism Tax	Total
Fund	Fund	Fund	All Funds
239,820	5,161,362	415,283	13,143,660
-		÷	95,500
-	-	<u></u>	332,000
-		175,000	2,552,600
-	50,000	<u>-</u>	65,800
-	-	-	4,000,000
-	<u>۲</u>	-	122,360
	50,000	175,000	7,168,260
	5 065 000		6,066,500
-	5,965,000	-	
	200.000		1,200,000
-	200,000	-	200,000
			1,100,000
	-		5,842,500
-	6,165,000	-	14,409,000
300,000			3,300,000
300,000	6,215,000	175,000	24,877,260
539,820	11,376,362		38,020,920
31,500	-	175,000	1,771,510
			131,000
-	-	-	189,822
17	-	-	531,188
115,000	-	-	2,397,087
-	-	- 2	642,120
-	-	=:	1,618,489
106,000	-	.	1,375,720
-	-		218,354
-		. 	334,000
-			336,100
-		50	386,819
30,000		-	512,955
-	.		5,374,700
			124,000
	6,890,000		6,890,000
282,500	6,890,000	175,000	22,833,864
		ē)	3,300,000
282,500	6,890,000	175,000	26,133,864
257,320	4,486,362	415,283	11,887,056



Upstream from ordinary.

2950 NW Vivion Road Riverside, Missouri 64150

MEMO DATE: AGENDA DATE: TO: FROM: RE:	May 28, 2015 June 2, 2015 Mayor and Board of Aldermen Travis Hoover Change Order 4: TENOCH CONSTRUCTION COMPANY 2013-14 Street Maintenance Project (313-013)						
BACKGROUND:	The 13-14 Street Maintenance Project was approved on 5-20-14 and consists of: Curb and Gutter replacement throughout the City Sidewalk Connection along 50 th Terr into Gatewoods Mill and overlay of St. Joe Blvd Trail connection from Argosy Casino Parkway to EH Young Park Trail connection from Klamm to Interurban						
	Change order #1 was approved on 7-1-14 for a total of \$12,865.00						
	Change order #2 was approve on 8-19-14 for a total of \$25,838.25						
	Change order #3 was approve on 12-2-14 for a total of \$118,590.76						
	Change order #4 Items to include:						
•	 -\$5,391.96 for an underrun of additional street patching (line item appro 12-2-14) \$17,200.00 for additional approach work on the Argosy Casino Parkway over BNSF (line item approved on 5-5-15) \$28,800.00 for additional sidewalk repair, pedestrian rail cleaning, and cr on the Vivion Rd bridge over Line Creek (New Request) 						
BUDGETARY IMPACT:	Approximately \$488,827.05 will be exp Maintenance budget of \$750,000.00 for the						
	Original Contract Amount	\$ 290,925.00					
	Total of Previous Changes	\$157,294.01					
	Total this Change Order	\$40,608.04					
	Current Contract Total	\$488,827.05					

RECOMMENDATION: Staff recommends approval of the resolution and acceptance of the change order with Tenoch Construction to continue with work for the 2013-2014 Street Maintenance Project.

A RESOLUTION AUTHORIZING, APPROVING AND RATIFYING CHANGE ORDER 4 TO THE AGREEMENT BY AND BETWEEN TENOCH CONSTRUCTION INC FOR 2013-14 STREET MAINTENANCE PROJECT (313-013) RESULTING IN A REVISED CONTRACT AMOUNT OF \$488,827.05 FOR SUCH PURPOSES

WHEREAS, the City issued an Invitation to Bid for the 2013-14 Street Maintenance Project which was awarded to Tenoch Construction Inc. pursuant to Resolution R-2014-033, and Change Order 1 to said contract was approved by Resolution R-2014-068; and Change Order 2 to said contract was approved by Resolution R-2013-083; and Change Order 3 to said contract was approved by Resolution R-2014-103; and

WHEREAS, the Board of Aldermen find it in the best interest of the City to formally authorize, approve and ratify Change Order 4 to the agreement with Tenoch Construction Inc., resulting in a total revised contract amount not to exceed \$488,827.05;

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

THAT Change Order 4 to the Agreement entered into by and between the City and Tenoch Construction Inc. and incorporated herein by reference resulting in a revised contract amount not to exceed \$488,827.05 is hereby authorized, ratified and approved.

FURTHER THAT the Mayor, City Administrator and all other required city officials are authorized to execute the change order authorized herein together with any and all documents necessary or incidental to the performance thereof and to take such other actions and/or execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution.

BE IT REMEMBERED that the above was **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, this <u>2nd</u> day of June, 2015.

Kathleen L. Rose, Mayor

ATTEST:

Robin Littrell, City Clerk

CITY OF RIVERSIDE, MISSOURI 2950 NW Vivion Road, Riverside, Missouri 64150

APPLICATION FOR A TEMPORARY LIQUOR LICENSE FOR NOT-FOR-PROFIT ORGANIZATIONS FOR CONSUMPTION ON THE PREMISES (only for a period of seven days or less)

Name, address and telephone number of Organization sponsoring event Highland Games, Inc.
PO Box 13356 Overland Park, KS 66282 816-718-2352
Location of the proposed saleEH Young Park Riverside, MO
Brief Description of the Organization
Annual Scottish festival celebrating cultural heritage through music, athletics, dance, history, etc.
A description of the gathering (activity) for which the temporary license is sought
Beer and wine sales all weekend, whiskey tasting on Saturday.
The proposed dates of the activity and the liquor and non-intoxicating beer, including hours of proposed sale
Name of Managing Agent_Douglas S. McDonald
(or Applicant) Home Address 10351 N Cherry Dr Kansas City MO 64155 (Number & Street) (City) (State)
016-794-9999
Home Phone No. Stor 754-5552 Date of Birth Social Security No. 20140-0910
Driver's License No. 1076305017
Are you a citizen of the United States of America?
Give names and addresses of employers for the last five years. If you were self-employed, state nature of business and location
Getinge, USA (1989-Present)
1777 Henrietta Rd Rochester, NY 14623
Have you ever been the holder of a permit to manufacture or sell alcohol beverages which was revoked or have you been convicted of a felony or any violation of a federal law, state statue or local ordinance regulating, controlling or prohibiting the sale of liquor? If so, give details

No

The following documents, or copies thereof, shall be attached to and submitted with this application for the temporary license: as required by Chapter 600 Section 600.470 Subsection (C) of the Riverside Municipal Code.

1. The name of the security company or individuals hired to provide security

The City of Riverside will be employed for all security and the American Red Cross will be manning

2. Proof of financial responsibility or liability insurance shall be attached with this application.

- 3. A copy of the Liquor License issued by the State of Missouri shall be submitted to the City of Riverside.
- 4. A copy of the notice of the event submitted by the applicant to the Director of Revenue for the State of Missouri and shall be attached with this application
- 5. Submit proof of not-for-profit organization

6. Fee of \$35.00 paid per calendar day or fraction thereof

7. Signature STATE OF MISSOURI SS COUNTY OF Platte

Comes now the Applicant/Managing Agent Douglas McDonald of lawful age, being first duly sworn upon oath, and states that he/she has read the foregoing application and fully understands the same, and that the answers and statements given are true and correct. Applicant agrees to comply with the provisions of the Ordinances of the City of Riverside relating to the sale and distribution of intoxicating liquor malt liquor and non-intoxicating beer and authorizes the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in this application.

Subscribed and sworn to before me, a Notary Public, t	his <u>29</u>	day of	Mar	1,20_15
÷	K	ALL Public	10	Estes

Notary Public Sygnature

My Commission expires:

KYLEE JO ESTES Notary Public, Notary Seal	-
State of Missouri	
Clay County	
Commission # 13439228 My Commission Expires January 24, 201	,





RVNA VENUE PACKAGE LIABILITY DOCUMENTS

Your client has purchased Liability Insurance from R.V. Nuccio & Associates, Inc.

R.V. Nuccio & Associates, Inc. is one of the only licensed insurance brokers to provide Fireman's Fund's A+ rated, admitted insurance for events in all 50 states.

Documents in this package:

• Certificate of Liability

The Certificate of Liability should always be accompanied by an Additional Insured Endorsement in order to be valid. Our Certificates of Liability are watermarked to ensure the venue has received a valid and in force proof of insurance.

Additional Insured Endorsement

The Additional Insured Endorsement should always accompany the Certificate of Liability in order for the Certificate to be valid. The Additional Insured Endorsement shows your venue/facility name has been added as Additional Insured on the policy.

Admitted Carrier Information:

Being an Admitted Carrier means that Fireman's Fund Insurance, offered exclusively through R.V. Nuccio & Associates, Inc., must comply with all of your state regulations and if it fails financially your state will step in and cover claims.

Non-admitted carriers are not guaranteed by your state and may not comply with your state's regulations.

Questions:

Call us with any questions at 1-800-364-2433. Our business hours are 8:30a.m. – 5:00p.m Pacific Time, Monday – Friday. You can also e-mail us at <u>support@rvnuccio.com</u>. For more information about our liability insurance, please visit us at SpecialEventInsurance.com or RVNuccio.com.

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C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF IN EPRESENTATIVE OR PRODUCER, A	IVEL	Y OF	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	BY TH	IE POLICIES
th	IPORTANT: If the certificate holder te terms and conditions of the policy ertificate holder in lieu of such endor	, cer	tain p	oolicies may require an er						
	^{DUCER} 7. Nuccio & Associates Insurance B	roke	rs, In	C.	CONTA NAME: PHONE (A/C, No	Robei	t V. Nuccio 364-2433	FAX	. (818) 980-1595
10148 Riverside Drive					E-MAIL ADDRE		rt@rvnuccio		a): (010	,000 1000
Toluca Lake, CA 91602								RDING COVERAGE		NAIC #
INSURED							n's Fund Ins	urance Company	H	21873
	hland Games, Inc				INSURE					
103	51 N Cherry Dr				INSURE					
Kar	isas City , MO 64155				INSURE	RE:				
					INSURER F :					
	VERAGES CER IIS IS TO CERTIFY THAT THE POLICIES			NUMBER:				REVISION NUMBER		
IN CE	DICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	EQUII PER1	REME FAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORDI	of an' Ed by	Y CONTRACT THE POLICIE	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESI	PECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDI	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LI	AITS	
A	COMMERCIAL GENERAL LIABILITY	1		XXC80492987 NAEP063616		6/13/2015	06/15/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000 300,000
	✓ CLAIMS-MADE ✓ OCCUR		Î.					MED EXP (Any one person) PERSONAL & ADV INJURY	\$	5,000
								GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AG		1,000,000
								COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per persor	\$	
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS AUTOS							BODILY INJURY (Per accide PROPERTY DAMAGE (Per accident)		
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-	DED RETENTION \$							WC STATU-	\$ H-	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	λ	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOY		
	If yes, describe under DESCRIPTION OF OPERATIONS below]					E.L. DISEASE - POLICY LIM		
	Liquor Liability Care Custody Control Liability Contractual Liability									Included \$50,000 Included
	RIPTION OF OPERATIONS / LOCATIONS / VEHIC ditional Insured: City of Riverside	LES (/	Attach /	ACORD 101, Additional Renarks S	Schedule,	, if more space is	required)			
CER	TIFICATE HOLDER				CANC	ELLATION				
City	of Riverside				81161					
-) NW Vivion Rd							ESCRIBED POLICIES BE REOF, NOTICE WILL		

Riverside , MO 64150

THE EXPIRATION DATE THEREOF, NOTICE ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Robert V. Nuccio

Robert U. Junio

The ACORD name and logo are registered marks of ACORD

Certificate Number: NAEP063616 Effective Dates: 6/13/2015 to 6/14/2015 Additional Insured - Person, Organization or other Entity -600002STEP 09 12 Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies) City of Riverside

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage** or **personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder. Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

D. Jonche

President

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