

"Improving the quality of life for Aurora"

AURORA CITY COUNCIL TENTATIVE AGENDA

Aurora City Hall, Council Chambers

Tuesday, September 27, 2016 at 6:30 p.m.

I. CALL TO ORDER:

II. PLEDGE AND PRAYER:

III. ROLL CALL: Mayor Rick Boyer

Chairman Pro Tem Dawn Oplinger

Councilman Steve Ramirez

Councilwoman Linda Barton

Councilwoman Rosemary Henderson

IV. APPROVAL OF MINUTES:

Regular Session held on September 13, 2016 at 6:30 p.m.

V. APPROVAL OF APPROPRIATIONS for September

VI. PUBLIC COMMENT

VII. COUNCIL FORUM

VIII. OLD BUSINESS

- A. *Second and Final Reading of Bill No. 2016-3085 making Ordinance No. 2016-3085 An Ordinance of the City of Aurora, Missouri amending Chapter 215 "Offenses", Article IV "Offenses Against Public Order" by adding Section 215.125 "Begging, Loitering and Panhandling" to the Municipal Code of Ordinances*

IX. NEW BUSINESS

- A. *Resolution No. 2016-1508
A Resolution appointing membership to the Aurora Housing Authority Board (Madewell)*
- B. *First Reading of Bill No. 2016-3087
An Ordinance of the City of Aurora, Missouri amending Chapter 245 "Parks and Recreation", Article I "Park Regulations" by revising Section 245.020, "Conduct in Parks" and by adding Section 245.05 "Closing Skate Park During scheduled Tennis Events" to the Municipal Code of Ordinances*
- C. *Resolution No. 2016-1509
A Resolution authorizing and approving the City Manager to execute an agreement with Vaughn Construction for the demolition of two homes located at 214 Windsor and 607 E. Crescent*

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- D. *Resolution No. 2016-1510*
 A Resolution authorizing and approving the City Manager to execute an agreement with Emerson Network Power for the replacement of batteries in the backup generator at the police department
- E. *Resolution No. 2016-1511*
 A Resolution authorizing and approving the City Manager to execute agreements with ACIS Computers for IT Support

X. REPORTS

- A. *Board Liaison Reports*
- B. *City Attorney Report*
- C. *City Manager Report*

XI. ADJOURNMENT

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: Approval of Minutes

Agenda No. IV

AGENDA ITEM DESCRIPTION

APPROVAL OF MINUTES:
Regular Session held on September 13, 2016 at 6:30 p.m.

NOTES:

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AURORA CITY COUNCIL MINUTES

Aurora City Hall, Council Chambers

Tuesday, September 13, 2016 at 6:30 p.m.

I. CALL TO ORDER:

Mayor Boyer called the meeting to order at 6:30 p.m.

II. PLEDGE AND PRAYER:

Chairman Pro Tem Oplinger led the council in prayer and the Pledge of Allegiance.

III. ROLL CALL: Mayor Rick Boyer

Chairman Pro Tem Dawn Oplinger

Councilman Steve Ramirez

Councilwoman Linda Barton

Councilwoman Rosemary Henderson

All council members were noted present.

IV. APPROVAL OF MINUTES:

Regular Session held on August 23, 2016 at 6:30 p.m.

Councilwoman Barton moved to approve the minutes from the regular session held on August 23, 2016 at 6:30 p.m. Chairman Pro Tem Oplinger seconded the motion. Motion passed 5-0 with the following council members voting aye:

AYES: Henderson, Ramirez, Boyer, Oplinger, Barton

NAYES: 0

V. APPROVAL OF APPROPRIATIONS for August/September

Councilwoman Henderson moved to approve the appropriations for August/September as submitted. Councilwoman Barton seconded the motion. Motion passed 5-0 with the following council members voting aye:

AYES: Barton, Oplinger Ramirez, Henderson, Boyer

NAYES; 0

VI. PUBLIC COMMENT

Charlie Richardson reported that he had over two hundred cars participating in the Cruise In held on September 10th. He wanted to thank Steve Woods, Trent White and especially Justin Janes who helped in the preparation and tear down after the event. He stated the city needed more employees like Justin and he should be accommodated for his efforts.

VII. COUNCIL FORUM

None

VIII. OLD BUSINESS

- A. *Second and Final Reading of Bill No. 2016-3079 making Ordinance No. 2016-3079 An Ordinance of the City of Aurora, Missouri amending Title V "Building Code", Chapter 500 "Building Regulations", Section 500.030 "International Building Code*

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Amended", Subsection B "Building Permit Fee System" of the Municipal Code of Ordinances

Councilwoman Bart6on moved to approve the second and final reading of Bill No. 2016-3079 this will now be known as Ordinance No. 2016-3079. Chairman Pro Tem Oplinger seconded the motion. Motion passed 5-0 with the following council members voting aye:

AYES: Ramirez, Boyer, Barton, Oplinger, Henderson

NAYES: 0

B. *Second and Final Reading of Bill No. 2016-3082 making Ordinance No. 2016-3082 An Ordinance of the City of Aurora, Missouri amending Title IV "Land Use", Chapter 400 "Zoning Regulations", Article III "Supplementary Regulations", Section 400.245 "Fencing" of the Municipal Code of Ordinances*

Councilwoman Henderson moved to approve the second and final reading of Bill No. 2016-3082 this will now be known as Ordinance No. 2016-3082.

Councilwoman Barton seconded the motion. Motion passed 5-0 with the following council members voting aye:

AYES: Henderson, Ramirez, Oplinger, Boyer, Barton

NAYES: 0

C. *Discuss/Approve a sewer adjustment for J&J Michel Family FLP, 1602 S. Elliott Ave. A-G*

Chairman Pro Tem Oplinger moved to approve the sewer adjustment of \$288.00 for J&J Michel Family FLP at 1602 S. Elliott Ave. Councilwoman Barton seconded the motion. Motion passed with the following council members voting aye:

AYES: Barton, Boyer, Ramirez, Oplinger, Henderson

NAYES: 0

IX. NEW BUSINESS

A. *Resolution No. 2016-1502*

A Resolution of the City of Aurora, Missouri authorizing and directing the Mayor to execute an agreement with the Ozarks Regional YMCA for Youth Basketball

Councilwoman Barton moved to approve Resolution No. 2016-1502 which executes the youth basketball agreement with the YMCA. Councilwoman Henderson seconded the motion. Motion passed 5-0 with the following council members voting aye:

AYES: Barton, Henderson, Ramirez, Oplinger, Boyer

NAYES: 0

B. *Resolution No. 2016-1503*

A Resolution of the City of Aurora, Missouri authorizing and directing the Mayor to execute an agreement with the Ozarks Regional YMCA for Adult Basketball

Chairman Pro Tem Oplinger moved to approve Resolution No. 2016-1503 which executes the adult basketball agreement with the YMCA. Councilwoman Barton seconded the motion. Motion passed 5-0 with the following council members voting aye:

AYES: Boyer, Henderson, Oplinger, Ramirez, Barton

NAYES: 0

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C. *Discussion/ Approval to amend Section 130.140 "Insurance Coverage" of the personnel policy*

Chairman Pro Tem Oplinger moved to amend Chapter 130.140 of the personnel policy to keep up with changes in the Affordable Health Care Act. Councilwoman Henderson seconded the motion. Motion passed 5-0 with the following council members voting aye:

AYES: Oplinger, Ramirez, Barton, Boyer, Henderson

NAYES: 0

D. *Resolution No. 2016-1505*

A Resolution of the City of Aurora, Missouri requesting and granting authorization for records disposal

Chairman Pro Tem Oplinger moved to approve Resolution No. 2016-1505 which allows the disposal of certain records in accordance with the Missouri Records Retention Schedule. Councilwoman Barton seconded the motion. Motion passed with the following council members voting aye:

AYES: Ramirez, Barton, Henderson, Boyer, Oplinger

NAYES: 0

E. *First Reading of Bill No. 2016-3085*

An Ordinance of the City of Aurora, Missouri amending Chapter 215 "Offenses", Article IV "Offenses Against Public Order" by adding Section 215.125 "Begging, Loitering and Panhandling" to the Municipal Code of Ordinances

City Manager Randall stated this was a safety concern for all concerned. Solicitors can be struck by distracted drivers when standing in the medians. Also, persons standing in the streets and right of ways can cause a sight distance problem for passing cars.

Councilwoman Henderson moved to approve the first reading of Bill No. 2016-3085. Chairman Pro Tem Oplinger seconded the motion. Motion passed 4-1 with the following council members voting aye:

AYES: Henderson, Oplinger, Boyer, Barton

NAYES: Ramirez

F. *First Reading of Bill No. 2016-3086*

An Ordinance of the City of Aurora, Missouri authorizing the Mayor to execute a State Block Grant Agreement with MoDOT for Obstruction Removal on Project #16-091B-1.

Ryan DaMetz from Lochner was in attendance and discussed the project with council. Lochner is currently doing a planning project for the airport. During the planning phase an AGIS Report was required which found obstructions around the airport. These obstructions will be required to be moved. This agreement will fund that removal.

Councilwoman Barton moved to approve the first reading of Bill No. 2016-3086. Councilwoman Henderson seconded the motion. Motion passed 3-2 with the following council members voting aye:

AYES: Henderson, Barton, Oplinger

NAYES: Boyer, Ramirez

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- G. *Second and Final Reading of Bill No. 2016-3086 making Ordinance No. 2016-3086 An Ordinance of the City of Aurora, Missouri authorizing the Mayor to execute a State Block Grant Agreement with MoDOT for Obstruction Removal on Project #16-091B-1.*

Councilwoman Henderson moved to approve the second and final reading of Bill No. 2016-3086 this will now be known as Ordinance No. 2016-3086.

Councilwoman Barton seconded the motion. Motion passed 3-2 with the following council members voting aye:

AYES: Barton, Henderson, Oplinger

NAYES: Boyer, Ramirez

- H. *Resolution No. 2016-1506
A Resolution of the City of Aurora, Missouri authorizing the Mayor to execute Supplemental Agreement No. 1 with Lochner for Obstruction Removal Project No. 16-091B-1*

Councilwoman Barton moved to approve Resolution No. 2016-1506 which executes Supplemental Agreement No. 1 with Lochner. Councilwoman Henderson seconded the motion. Motion passed 4-1 with the following council members voting aye:

AYES: Henderson, Oplinger, Boyer, Barton

NAYES: Ramirez

- I. *Resolution No. 2016-1507
A Resolution of the City of Aurora, Missouri authorizing the Mayor to execute an Agreement with Young's General Contracting Inc. for tree line removal services on the Obstruction Removal Project No. 16-091B-1*

Councilwoman Henderson moved to approve Resolution No. 2016-1507 which executes an agreement with Young's General Contracting Inc. for tree line removal in the amount of \$197,278.68. Councilwoman Barton seconded the motion. Motion passed 4-1 with the following council members voting aye:

AYES: Boyer, Henderson, Barton, Oplinger

NAYES: Ramirez

X. REPORTS

A. Board Liaison Reports

Airport Board

Met today and recommend the action on the agenda tonight.

SWMD

The board met today. Grant applications due Oct. 5th. Three applications have already been received. The board voted to pay the reimbursement request from the city for its Spring Recycling Event.

Park Board

The board met on September 8th however it did not have a quorum. Discussion was still held on Phase 3 of the walking trails, the skate park and the 2017 budget.

P&Z

Planning and Zoning is scheduled to meet on September 20th.

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B. *City Attorney Report*

City Attorney Reynolds reported on the following items:

- A jury trial has been set for May of 2017 on the Aurora vs Shreve lawsuit. The city will be asking the judge to enforce a lien on Shreve's remaining properties for the cost of the demolition the city did on his property located on Madison.
- The Lawrence County Sherriff enforced the eviction order on Billy Buckner and then boarded up his property.

C. *City Manager Report*

City Manager Randall reported on the following items:

- Paul Ward provided good suggestions for the park board's budget request for next year.
- Paul Ward provided the fliers for the Fall Recycling Event that will be held on September 17th from 9:00 a.m. to 11:00 a.m.

XI. **CLOSED SESSION PURSUANT TO 610.021 (1), (2)**

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.

Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

Mayor Boyer moved to go into closed session pursuant to 610.021 (1), (2). Time noted 7:03 p.m. Councilman Ramirez seconded the motion. Motion passed by a roll call vote with the following council members voting aye:

AYES: Boyer, Ramirez, Barton, Henderson, Oplinger

NAYES: 0

Councilman Ramirez moved to go into open session time noted 7:44 p.m. Time noted 7:03 p.m. Councilman Ramirez seconded the motion. Motion passed by a roll call vote with the following council members voting aye:

AYES: Boyer, Ramirez, Barton, Henderson, Oplinger

NAYES: 0

XII. **ADJOURNMENT**

Councilman Ramirez moved to adjourn the meeting at 7:45 p.m. Mayor Boyer seconded the motion. Motion passed with all council members voting aye.

APPROVED:

Rick Boyer, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: Approval of APPROPRIATIONS

Agenda No. V

AGENDA ITEM DESCRIPTION

APPROVAL OF APPROPRIATIONS for September

NOTES:



City of Aurora

FOR 9/27/16 COUNCIL MEETING

**EXPENSES FOR
APPROVAL
SEPTEMBER 2016**

Memo

Aurora Police Department

To: Mayor R. Boyer, Members of the City Council, City Manager M. Randall

From: Chief R. Witthuhn

Date: September 7, 2016

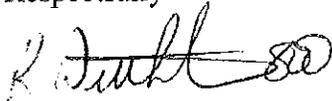
Re: Emergency repairs to A/C unit

Aurora City Council:

The PO dated 08/25/16 for Edgewater Mechanical in the amount of \$2,101.10 for A/C emergency repairs was a result of a lightning strike on July 7th, 2016.

Edgewater was contacted at the time of the lightning strike that the AC unit was failing. They respond the day they were contacted and was able to make temporary repairs until parts could be shipped in. At the time Edgewater was contacted the temperature in the building had reached 85 degrees with very high humidity making it difficult to work, and putting a strain on the dispatch equipment which was already having issues do to the same lightning strike.

Respectfully



Chief R. Witthuhn

PURCHASE ORDER

CITY OF AURORA

P.O. Box 30 • 2 West Pleasant • Aurora, MO 65605
417-678-5121 • Fax 417-678-6599

Control Number _____

**NOT VALID WITHOUT AUTHORIZED
CONTROL NUMBER**

Vendor Lochner

Date: 9-19-16

Bids Attached _____ 1099 Vendor Y N
Vendor Verif. Forms Sent Y N or on file _____
Tax ID # _____

Invoice #	Invoice Date	Item Acct #	Qty	Item Description	Unit Price	Total
7330-10				SeaCoast Remark Runway Construction Services Inspection Project 15091 B-1 Allen Lancell Gohl		
				Total		2225.94
				Less 2% Invoice Amount	- 44.52	2181.42
7330-11				Total		478.03
				Less 2% Invoice Amount	- 9.56	468.47
				Combined Amount Due		2649.89
		25 32 708		Federal Grant 90%		2384.00
		25 32 705		City Match 10%		265.89
				SubTotal		
				Total		2649.89

Verified PO Amount
to Check _____

Purchase authorized by: [Signature] Insure item(s) Y N

Reviewed By: [Signature] [Signature]

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
OPERATING 1010								
30775	1	9/28/16	9/07/16	1151 ACIS COMPUTERS INC DOOR CONTROL SOFTWARE IS	380.00	61	61-21-6075 COMPUTER & SOFTWARE	1
				INVOICE TOTAL	380.00			
				VENDOR TOTAL	380.00			
54 ADVANCE MAGDALENO PEST CONTROL								
091316	1	9/28/16	9/13/16	PEST CONTROL	15.00	10	10-51-6560 PROFESSIONAL SERVICES	1
	2			PEST CONTROL	20.00	35	35-40-6560 PROFESSIONAL SERVICES	1
	3			PEST CONTROL	45.00	61	61-21-6606 REPAIR & MAINT-BLDG & GRD	1
	4			PEST CONTROL	50.00	61	61-22-6560 PROFESSIONAL SERVICES	1
	5			PEST CONTROL	50.00	10	10-13-6560 PROFESSIONAL SERVICES	1
				INVOICE TOTAL	180.00			
				VENDOR TOTAL	180.00			
659 AURORA R&R AUTO SALVAGE								
38894	1	9/28/16	9/15/16	DOOR GLASS-'95 FORD EXPL	35.00	25	25-31-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	35.00			
				VENDOR TOTAL	35.00			
522 BARTON SERVICE INC								
20640	1	9/28/16	9/02/16	STARTER BOLT	8.46	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
	2			SHOP SUPPLIES	13.00	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
	3			LABOR TO DRILL OUT BOLT	150.00	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	171.46			
240 WALDEN CHEMICAL DBA BLUE WATER								
3618	1	9/28/16	8/15/16	ACCU TABS	493.60	35	35-43-6060 CHEMICALS	1
				INVOICE TOTAL	493.60			
				VENDOR TOTAL	493.60			
416 C MOONS LAWN SERVICE								
161347	1	9/28/16	9/08/16	MOWING 325 N MORGAN	300.00	10	10-21-6482	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
							MOWING-GENERAL	
				INVOICE TOTAL	300.00			
				VENDOR TOTAL	300.00			
090716	1	9/28/16	9/07/16	1153 CARRIE HOWLETT REIMBURSE FOR FUEL	20.69	10	10-14-6220 FUEL	1
				INVOICE TOTAL	20.69			
				VENDOR TOTAL	20.69			
090916	1	9/28/16	9/09/16	68 CENTURYLINK PHONE EXPENSE	76.19	10	10-25-6070 COMMUNICATIONS	1
	2			PHONE EXPENSE	76.18	10	10-11-6070 COMMUNICATIONS	1
	3			PHONE EXPENSE	76.18	10	10-12-6070 COMMUNICATIONS	1
	4			PHONE EXPENSE	76.18	10	10-14-6070 COMMUNICATIONS	1
	5			PHONE EXPENSE	76.18	10	10-15-6070 COMMUNICATIONS	1
	6			PHONE EXPENSE	207.02	30	30-30-6070 COMMUNICATIONS	1
	7			PHONE EXPENSE	110.58	25	25-31-6070 COMMUNICATIONS	1
	8			PHONE EXPENSE	115.19	10	10-51-6070 COMMUNICATIONS	1
	9			PHONE EXPENSE	171.63	61	61-22-6070 COMMUNICATIONS	1
	10			PHONE EXPENSE	49.30	35	35-43-6070 COMMUNICATIONS	1
	11			PHONE EXPENSE	105.78	35	35-40-6070 COMMUNICATIONS	1
	12			PHONE EXPENSE	834.01	61	61-21-6070 COMMUNICATIONS	1
				INVOICE TOTAL	1,974.42			
				VENDOR TOTAL	1,974.42			
88107	1	9/28/16	8/17/16	165 CHEMICAL BROKERS INC INDUSTRIAL ROLL TOWELS	179.98	25	25-31-6710 SUPPLIES - OPERATING	1
	2			HAND CLEANER	160.20	25	25-31-6710 SUPPLIES - OPERATING	1
	3			FREIGHT	22.00	25	25-31-6560 PROFESSIONAL SERVICES	1
				INVOICE TOTAL	362.18			
88108	1	9/28/16	8/19/16	DRAINAWAY	154.20	25	25-31-6060 CHEMICALS	1
	2			FREIGHT	12.00	25	25-31-6560 PROFESSIONAL SERVICES	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	3			WEEDKILLER	338.40	10	10-51-6060	1
	4			FREIGHT	18.00	10	10-51-6560	1
				INVOICE TOTAL	522.60		PROFESSIONAL SERVICES	
				VENDOR TOTAL	884.78			
091516				69 CITY COLLECTOR				
	1	9/28/16	9/15/16	ADMINISTRATIVE TRANSFER	2,333.34	25	25-90-6857	1
	2			ADMINISTRATIVE TRANSFER	6,416.66	30	30-90-6857	1
				INVOICE TOTAL	8,750.00		TRANSFER OUT	
				VENDOR TOTAL	8,750.00		TRANSFER OUT	
95585				1148 COAST TO COAST				
	1	9/28/16	9/02/16	CARB KIT FOR WATER PUMP TRAILER	29.99	10	10-51-6608	1
				INVOICE TOTAL	29.99		REPAIR & MAINT-EQUIPMENT	
				VENDOR TOTAL	29.99			
90280				71 CUNNINGHAM, VOGEL & ROST P.C.				
	1	9/28/16	8/31/16	MERCY HOSPITAL-PHASE II	129.00	30	30-30-7001	1
				INVOICE TOTAL	129.00		CAPITAL-INTERCEPTOR PHASE II	
90310								
	1	9/28/16	8/31/16	AURORA VS CENTURYLINK	10,010.48	10	10-12-6560	1
				INVOICE TOTAL	10,010.48		PROFESSIONAL SERVICES	
90315								
	1	9/28/16	8/31/16	CENTURYLINK TAX PROTESTS	17.00	10	10-12-6560	1
				INVOICE TOTAL	17.00		PROFESSIONAL SERVICES	
				VENDOR TOTAL	10,156.48			
091016				206 DARYL JONES				
	1	9/28/16	9/10/16	REIMBURSE FOR WORK BOOTS	110.00	25	25-31-6860	1
				INVOICE TOTAL	110.00		UNIFORMS	
				VENDOR TOTAL	110.00			
8185				576 EDGEWATER MECHANICAL LLC				
	1	9/28/16	8/17/16	REPLACE ACTUATOR MOTORS EMERGENCY REPAIR	2,101.10	61	61-21-6276	1
				INVOICE TOTAL	2,101.10		INSURANCE CLAIMS	
8187								
	1	9/28/16	9/02/16	WATER HEATER REPLACEMENT AT DOG POUND	881.00	10	10-21-6015	1
				INVOICE TOTAL	881.00		ANIMAL CONTROL EXPENSE	

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	2,982.10			
127724	1	9/28/16	9/09/16	269 FASTENAL COMPANY BOLTS & NUTS FOR BOLT BI	202.69	25	25-31-6710 SUPPLIES - OPERATING	1
				INVOICE TOTAL	202.69			
				VENDOR TOTAL	202.69			
104658	1	9/28/16	9/06/16	9 FIREMASTER FIRE EQUIPMENT INC PUMP TEST #2311	195.00	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
	2			PUMP PACKING REPLACEMENT	270.95	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
	3			VALVE REPAIR KIT #2311	128.35	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
	4			LABOR TO REPACK PUMP	80.00	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
	5			LABOR TO REPAIR VALVE DI	80.00	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	754.30			
104659	1	9/28/16	9/06/16	NIPPLE #2322	22.65	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
	2			LABOR TO REPLACE NIPPLE	80.00	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
	3			PUMP TEST #2322	195.00	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	297.65			
104660	1	9/28/16	9/06/16	PUMP TEST #2312	195.00	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	195.00			
104661	1	9/28/16	9/06/16	PUMP TEST #2321	195.00	10	10-22-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	195.00			
				VENDOR TOTAL	1,441.95			
092016	1	9/28/16	9/20/16	428 FIRST BANK OF MISSOURI COP'S 2016 SERIES	13,068.35	61	61-11-8100 BOND INTEREST PAYMENT	1
	2			COP'S 2016 SERIES	281,100.00	61	61-11-8000 BOND PRINCIPAL PAYMENT	1
	3			AGENT FEES 2016 SERIES	600.00	61	61-11-8200 AGENTS FEE	1
	4			AGENT FEES 2011 SERIES	475.58	61	61-11-8200 AGENTS FEE	1
				INVOICE TOTAL	295,243.93			
				VENDOR TOTAL	295,243.93			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
79673802	1	9/28/16	9/09/16	169 FLEETPRIDE MAXI BRAKE BLEEDER VALVE ADAPTER KIT	64.70	25	25-31-6610 REPAIR & MAINT-VEHICLE	1
	2			FREIGHT ADAPTER KIT	8.18	25	25-31-6560 PROFESSIONAL SERVICES	1
				INVOICE TOTAL	72.88			
				VENDOR TOTAL	72.88			
1339785	1	9/28/16	9/14/16	170 GLIEDT ELECTRIC SUPPLY LIGHT FOR FLAG	168.00	25	25-31-6606 REPAIR & MAINT-BLDG & GRD	1
				INVOICE TOTAL	168.00			
				VENDOR TOTAL	168.00			
082416	1	9/28/16	8/24/16	835 HAVEN OF THE OZARKS INC INTAKE DACHSHUND MIX	20.00	10	10-21-6015 ANIMAL CONTROL EXPENSE	1
				INVOICE TOTAL	20.00			
				VENDOR TOTAL	20.00			
3108826	1	9/28/16	8/29/16	205 INTERNATIONAL CODE COUNCIL MEMBERSHIP DUES	135.00	10	10-14-6120 DUES & SUBSCRIPTIONS	1
				INVOICE TOTAL	135.00			
				VENDOR TOTAL	135.00			
4711	1	9/28/16	9/09/16	120 J&M TIRE TIRE REPAIR	15.00	10	10-21-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	15.00			
				VENDOR TOTAL	15.00			
868297	1	9/28/16	9/14/16	122 JOHN DEERE FINANCIAL SPRING & CARB LINK FOR G	5.24	35	35-40-6608 REPAIR & MAINT-EQUIPMENT	1
				INVOICE TOTAL	5.24			
				VENDOR TOTAL	5.24			
090916	1	9/28/16	9/09/16	99 KATHIE NEEDHAM MILEAGE MPR CONFERENCE-N	81.54	10	10-11-6850 TRAVEL	1
	2			MEALS-MPR CONFERENCE-NEE	33.99	10	10-11-6850 TRAVEL	1
				INVOICE TOTAL	115.53			
				VENDOR TOTAL	115.53			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				11 KAY CONCRETE MATERIALS CO				
90079399	1	9/28/16	8/04/16	CONCRETE-DRAIN PROJECT	173.25	25	25-31-6430	1
							MATERIALS - CONCRETE	
	2			CONCRETE-DRAIN PROJECT	297.00	25	25-31-6430	1
							MATERIALS - CONCRETE	
				INVOICE TOTAL	470.25			
90081566	1	9/28/16	8/16/16	CONCRETE-LINCOLN & LOCUS	99.00	25	25-31-6430	1
							MATERIALS - CONCRETE	
				INVOICE TOTAL	99.00			
90082185	1	9/28/16	8/17/16	CONCRETE-LINCOLN & LOCUS	148.50	25	25-31-6430	1
							MATERIALS - CONCRETE	
				INVOICE TOTAL	148.50			
				VENDOR TOTAL	717.75			
				76 KONE, INC				
949400850	1	9/28/16	9/01/16	ELEVATOR MAINT	145.32	10	10-13-6560	1
							PROFESSIONAL SERVICES	
				INVOICE TOTAL	145.32			
949400851	1	9/28/16	9/01/16	ELEVATOR MAINTENANCE	401.49	61	61-21-6423	1
							SYSTEM MAINT CONTRACTS	
				INVOICE TOTAL	401.49			
				VENDOR TOTAL	546.81			
				577 LAKESIDE EQUIPMENT CORP				
16-1642	1	9/28/16	9/14/16	ROTOR BLADES	33,600.00	30	30-30-6606	1
							REPAIR & MAINT-BLDG & GRD	
				INVOICE TOTAL	33,600.00			
				VENDOR TOTAL	33,600.00			
				845 MERCY HOSPITAL AURORA				
090416	1	9/28/16	9/04/16	PRE EMPLOYMENT DRUG SCRE	40.00	10	10-51-6230	1
							HUMAN RESOURCES EXPENSE	
	2			PRE EMPLOYMENT DRUG SCRE	40.00	10	10-14-6230	1
							HUMAN RESOURCES EXPENSE	
	3			2 POST ACCIDENT DRUG SCR	80.00	10	10-21-6230	1
							HUMAN RESOURCES EXPENSE	
	4			PRE EMPLOYMENT DRUG SCRE	40.00	10	10-21-6230	1
							HUMAN RESOURCES EXPENSE	
				INVOICE TOTAL	200.00			
				VENDOR TOTAL	200.00			
				80 MFA OIL COMPANY				
083116	1	9/28/16	8/31/16	FUEL	431.47	35	35-40-6220	1
							FUEL	
	2			FUEL	846.29	10	10-22-6220	1
							FUEL	
	3			FUEL	188.23	30	30-30-6220	1

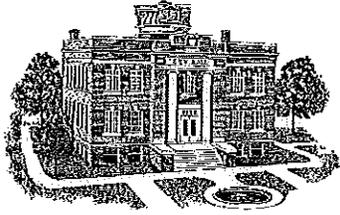
INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	4			FUEL	2,042.49	10	FUEL 10-21-6220	1
	5			FUEL	343.93	10	FUEL 10-51-6220	1
	6			FUEL	80.20	10	FUEL 10-14-6220	1
				INVOICE TOTAL	3,932.61			
				VENDOR TOTAL	3,932.61			
2134222				38 MFA OIL COMPANY				
	1	9/28/16	9/16/16	CLEAR DIESEL	1,451.33	25	25-31-6220 FUEL	1
	2			UNLEADED	1,008.48	25	25-31-6220 FUEL	1
	3			STATE ROAD TAX	238.87	25	25-31-6220 FUEL	1
				INVOICE TOTAL	2,698.68			
				VENDOR TOTAL	2,698.68			
3460170137				180 MO DEPT OF NAT RESOURCE				
	1	9/28/16	9/08/16	ANNUAL PERMIT FEE	3,585.49	30	30-30-6530 PERMITS, LICENSES, FEES	1
				INVOICE TOTAL	3,585.49			
				VENDOR TOTAL	3,585.49			
080216				37 MODERN VARIETY				
	1	9/28/16	8/02/16	POSTAGE	3.40	10	10-22-6550 POSTAGE - COPY EXPENSE	1
				INVOICE TOTAL	3.40			
				VENDOR TOTAL	3.40			
466735				1064 NETWORKFLEET INC				
	1	9/28/16	9/01/16	PATROL CAR GPS 9 UNITS	189.50	10	10-21-6210 EQUIP PURCHASE UNDER \$2000	1
				INVOICE TOTAL	189.50			
				VENDOR TOTAL	189.50			
6721505X				229 NFPA-NATL FIRE PROTECTION				
	1	9/28/16	9/09/16	MEMBERSHIP RENEWAL	175.00	10	10-22-6120 DUES & SUBSCRIPTIONS	1
				INVOICE TOTAL	175.00			
				VENDOR TOTAL	175.00			
2715588				185 QUILL CORPORATION				
	1	9/28/16	8/30/16	TONER	84.99	10	10-11-6700 SUPPLIES - OFFICE	1
	2			EXPANDING FILE	18.99	10	10-25-6700	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	3			DYMO TAPES FOR LABELMAKE	18.99	10	SUPPLIES - OFFICE 10-15-6700	1
	4			TAPE	.01	10	SUPPLIES - OFFICE 10-15-6700	1
	5			STAPLES	.01	10	SUPPLIES - OFFICE 10-15-6700	1
	6			POST IT	.01	10	SUPPLIES - OFFICE 10-15-6700	1
	7			DRY ERASER	.25	10	SUPPLIES - OFFICE 10-15-6700	1
	8			FILE FOLDERS	1.00	10	SUPPLIES - OFFICE 10-15-6700	1
	9			D RING BINDER	1.00	10	SUPPLIES - OFFICE 10-15-6700	1
	10			PEN	.01	10	SUPPLIES - OFFICE 10-15-6700	1
				INVOICE TOTAL	125.26			
8475647	1	9/28/16	8/22/16	COLOR COPY PAPER	28.38	10	10-11-6700 SUPPLIES - OFFICE	1
	2			COPY PAPER	63.98	10	10-11-6700 SUPPLIES - OFFICE	1
				INVOICE TOTAL	92.36			
8726590	1	9/28/16	8/30/16	INDEX MAKER	.25	10	10-15-6700 SUPPLIES - OFFICE	1
				INVOICE TOTAL	.25			
8742423	1	9/28/16	8/31/16	LEGAL SIZE POSTING TUB	56.29	10	10-25-6700 SUPPLIES - OFFICE	1
				INVOICE TOTAL	56.29			
8790029	1	9/28/16	9/01/16	PAPER	70.95	10	10-25-6700 SUPPLIES - OFFICE	1
	2			SHIPPING LABELS	1.00	10	10-15-6700 SUPPLIES - OFFICE	1
				INVOICE TOTAL	71.95			
				VENDOR TOTAL	346.11			
091516	1	9/28/16	9/15/16	187 RECORDER OF DEEDS RECORDING FEES FOR COLLE DEED	54.00	10	10-12-6450 MISCELLANEOUS	1
				INVOICE TOTAL	54.00			
				VENDOR TOTAL	54.00			
5044293439	1	9/28/16	9/01/16	460 RICOH USA INC COPIER IMAGE CHARGES	172.44	10	10-11-6420 LEASE RENTAL EQUIPMENT	1
	2			COPIER IMAGE CHARGES	1.86	10	10-25-6420 LEASE RENTAL EQUIPMENT	1
				INVOICE TOTAL	174.30			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
5044293616	1	9/28/16	9/01/16	COPIER IMAGE CHARGES	11.11	61	61-22-6560 PROFESSIONAL SERVICES	1
				INVOICE TOTAL	11.11			
5044293762	1	9/28/16	9/01/16	COPIER IMAGE CHARGES	116.14	61	61-21-6423 SYSTEM MAINT CONTRACTS	1
				INVOICE TOTAL	116.14			
				VENDOR TOTAL	301.55			
0206891	1	9/28/16	9/09/16	147 SAFETY EQUIPMENT CO GLOVES	5.54	10	10-22-6860 UNIFORMS	1
				INVOICE TOTAL	5.54			
				VENDOR TOTAL	5.54			
24931	1	9/28/16	9/07/16	627 SPOTLIGHT PRINTING & WARNING STICKERS-ABANDON VEHICLES	72.00	10	10-21-6710 SUPPLIES - OPERATING	1
				INVOICE TOTAL	72.00			
				VENDOR TOTAL	72.00			
538771	1	9/28/16	9/13/16	92 SPRINGFIELD JANITOR SUPPLY INC PAPER TOWEL DISPENSERS	116.68	10	10-21-6700 SUPPLIES - OFFICE	1
	2			TRASH BAGS	161.64	10	10-21-6700 SUPPLIES - OFFICE	1
				INVOICE TOTAL	278.32			
				VENDOR TOTAL	278.32			
16-2364	1	9/28/16	9/07/16	1152 THE LEAGUE OF KANSAS POLICE CAPTAIN AD	130.00	10	10-21-6000 ADVERTISING	1
				INVOICE TOTAL	130.00			
				VENDOR TOTAL	130.00			
648	1	9/28/16	9/02/16	250 THUNDER BAY CAR WASH LLC CAR WASHES	286.00	10	10-21-6610 REPAIR & MAINT-VEHICLE	1
				INVOICE TOTAL	286.00			
				VENDOR TOTAL	286.00			
74527	1	9/28/16	9/09/16	48 TOWN & COUNTRY POWER CENTER BLADES, HYDRAULIC FLUID, RADIATOR CLEANOUT TOOL	245.79	25	25-31-6608 REPAIR & MAINT-EQUIPMENT	1
				INVOICE TOTAL	245.79			
				VENDOR TOTAL	245.79			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
091516	1	9/28/16	9/15/16	59 UMB BANK 2001C SRF LOAN PAYMENT	15,000.00	30	30-30-8000 PRINCIPAL PAYMENT	1
	2			2001C SRF LOAN PAYMENT	1,300.09	30	30-30-8100 INTEREST ON BONDS MANUAL CHK# 11222297 9/25/16	1
				INVOICE TOTAL	16,300.09			
				VENDOR TOTAL	16,300.09			
48219	1	9/28/16	8/30/16	242 USA BLUE BOOK BUFFER SOLUTIONS,DRIERIT FILTERS	390.17	30	30-30-6710 SUPPLIES - OPERATING	1
				INVOICE TOTAL	390.17			
				VENDOR TOTAL	390.17			
9771697548	1	9/28/16	9/09/16	151 VERIZON WIRELESS CELL EXPENSE	68.91	10	10-14-6070 COMMUNICATIONS	1
	2			CELL EXPENSE	51.76	10	10-11-6070 COMMUNICATIONS	1
	3			CELL EXPENSE	49.76	30	30-30-6070 COMMUNICATIONS	1
	4			CELL EXPENSE	52.11	30	30-30-6070 COMMUNICATIONS	1
	5			CELL EXPENSE	49.76	10	10-22-6070 COMMUNICATIONS	1
	6			CELL EXPENSE	49.76	25	25-31-6070 COMMUNICATIONS	1
	7			CELL EXPENSE	30.31	35	35-40-6070 COMMUNICATIONS	1
	8			CELL EXPENSE	30.33	10	10-51-6070 COMMUNICATIONS	1
	9			AIR CARD	40.01	10	10-21-6070 COMMUNICATIONS	1
	10			AIR CARD	40.01	10	10-21-6070 COMMUNICATIONS	1
	11			CELL EXPENSE	52.11	10	10-21-6070 COMMUNICATIONS	1
	12			CELL EXPENSE	30.31	25	25-31-6070 COMMUNICATIONS	1
	13			CELL EXPENSE	32.25	10	10-21-6015 ANIMAL CONTROL EXPENSE	1
				INVOICE TOTAL	577.39			
				VENDOR TOTAL	577.39			
154847	1	9/28/16	9/12/16	1000 WAITT OUTDOOR LLC BILLBOARD	280.00	10	10-15-6000 ADVERTISING	1
				INVOICE TOTAL	280.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	280.00		
2206028	1	9/28/16	8/31/16	767 WCA WASTE CORPORATION LARGE ITEM PICKUP DISPOS	1,884.00	10 10-12-6080 CONTRACT SERVICES	1
				INVOICE TOTAL	1,884.00		
				VENDOR TOTAL	1,884.00		
				OPERATING 1010 TOTAL	390,722.81		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	16,300.09		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	374,422.72		
				GRAND TOTALS	390,722.81		



City of Aurora

FOR 9/27/16 COUNCIL MEETING

**PAID EXPENSES
SEPTEMBER 2016**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
91516	1	9/15/16	9/15/16	OPERATING 1010 69 CITY COLLECTOR START UP CASH FOR RECYCL EVENT	200.00	10 10-01-1019 PETTY CASH - ADMIN	1
				INVOICE TOTAL	200.00		
				VENDOR TOTAL	200.00		
				OPERATING 1010 TOTAL	200.00		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	200.00		
				GRAND TOTALS	200.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

				OPERATING 1010			
				106 FAMILY SUPPORT PAYMENT CENTER			
091416	1	9/15/16	9/14/16	CHILD SUPPORT	250.00	2551 25-02-2151	1
						ACCRUED CHILD SUPPORT	
	2			CHILD SUPPORT	300.00	1051 10-02-2151	1
						ACCRUED CHILD SUPPORT	
				INVOICE TOTAL	550.00		
				VENDOR TOTAL	550.00		
				OPERATING 1010 TOTAL	550.00		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	550.00		
				GRAND TOTALS	550.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
3014	1	9/14/16	9/09/16	OPERATING 1010 66 CASSVILLE MUNICIPAL COURT CASH BOND	300.00	10	10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	300.00			
				VENDOR TOTAL	300.00			
3021	1	9/14/16	9/09/16	629 KIMBERLING CITY MUNICIPAL CASH BOND	59.50	10	10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	59.50			
				VENDOR TOTAL	59.50			
3023	1	9/14/16	9/13/16	79 LAWRENCE COUNTY ASSOC COURT CASH BOND	150.00	10	10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
3015	1	9/14/16	9/09/16	280 MARIONVILLE MUNICIPAL COURT CASH BOND	100.00	10	10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	100.00			
3019	1	9/14/16	9/09/16	CASH BOND	100.00	10	10-02-2189 MUNI COURT BONDS	2
				INVOICE TOTAL	100.00			
3013	1	9/14/16	9/09/16	CASH BOND	154.00	10	10-02-2189 MUNI COURT BONDS	3
				INVOICE TOTAL	154.00			
3018	1	9/14/16	9/09/16	CASH BOND	150.00	10	10-02-2189 MUNI COURT BONDS	4
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	504.00			
3022	1	9/14/16	9/13/16	448 STONE COUNTY ASSOCIATE CASH BOND	68.21	10	10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	68.21			
				VENDOR TOTAL	68.21			
3016	1	9/14/16	9/09/16	372 VERONA MUNICIPAL COURT CASH BOND	100.00	10	10-02-2189 MUNI COURT BONDS	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
OPERATING 1010 TOTAL					1,181.71		
TOTAL MANUAL CHECKS					.00		
TOTAL E-PAYMENTS					.00		
TOTAL PURCH CARDS					.00		
TOTAL ACH PAYMENTS					.00		
TOTAL OPEN PAYMENTS					1,181.71		
GRAND TOTALS					1,181.71		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				OPERATING 1010				
7000114-04	1	9/13/16	8/19/16	320 ALLGEIR, MARTIN & ASSOCIATES I&I ENGINEERING	3,038.73	30	30-30-7007 CITY MATCH - I&I-SEWER	1
	2			I&I ENGINEERING	12,154.90	30	30-30-7010 I&I GRANT EXPENSE	1
INVOICE TOTAL					15,193.63			
VENDOR TOTAL					15,193.63			
OPERATING 1010 TOTAL					15,193.63			
TOTAL MANUAL CHECKS					.00			
TOTAL E-PAYMENTS					.00			
TOTAL PURCH CARDS					.00			
TOTAL ACH PAYMENTS					.00			
TOTAL OPEN PAYMENTS					15,193.63			
GRAND TOTALS					15,193.63			

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: PUBLIC COMMENT

Agenda No. VI

AGENDA ITEM DESCRIPTION

PUBLIC COMMENT

NOTES:

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: COUNCIL FORUM

Agenda No. VII

AGENDA ITEM DESCRIPTION

COUNCIL FORUM

NOTES:

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: Second and Final Reading of Bill No. 2016-3085

Agenda No. VIII (A)

OLD BUSINESS

AGENDA ITEM DESCRIPTION

Second and Final Reading of Bill No. 2016-3085 making Ordinance No. 2016-3085

An Ordinance of the City of Aurora, Missouri amending Chapter 215 "Offenses", Article IV "Offenses Against Public Order" by adding Section 215.125 "Begging, Loitering and Panhandling" to the Municipal Code of Ordinances

NOTES:

BILL NO. 2016-3085

ORDINANCE NO. 2016-3085

AN ORDINANCE OF THE CITY OF AURORA, MISSOURI AMENDING CHAPTER 215 "OFFENSES", ARTICLE IV "OFFENSES AGAINST PUBLIC ORDER" BY ADDING SECTION 215.125 "BEGGING, LOITERING AND PANHANDLING" TO THE MUNICIPAL CODE OF ORDINANCES

WHEREAS, the City of Aurora, Missouri (the "City"), is a city of the third class and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the constitution and laws of the State of Missouri; and

WHEREAS, the City of Aurora believes that there is a need to protect both motorist, as well as person begging, loitering or panhandling within its limits when such activity occurs on public thoroughfares, public right-of-ways, or public grounds due to traffic obstruction, line of sight obstruction and traffic congestion; and

WHEREAS, the City of Aurora is responsible to pass ordinance that not only protect its citizens but also any person located within the city limits; and

WHEREAS, the City of Aurora has recognized a recent increase in begging, loitering and panhandling on public streets, thoroughfares and other public property thereby causing a significant increase in potential accidents which may occur as a result of person begging, loitering and panhandling as well as to motorists.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF AND FOR THE CITY OF AURORA, MISSOURI, AS FOLLOWS:

SECTION ONE: That Chapter 215 "Offenses" Article IV "Offenses Against Public Order", by adding Section 215.125 "Begging, Loitering and Panhandling" is hereby amended to read as follows:

Article IV. Offenses Against Public Order

Section 215.125. Begging, Loitering and Panhandling.

Begging

It shall be unlawful for any person to accept money or other valuable considerations as the result of soliciting alms, either directly or indirectly, upon the public thoroughfares, public grounds or public right of ways of the City.

Loitering, public thoroughfares or public right of way areas

It shall be unlawful for any person to loiter in the public thoroughfares or public right of way areas located within the City's limits. It is considered that such loitering creates a potential safety hazard for the person loitering in those areas as well as a potential

safety hazard and/or sight obstruction for passing motorists. Events approved by the City of Aurora shall be exempt this provision of the ordinance.

Firefighters, employed by the City of Aurora, who conduct a "boot block" to solicit funds for the Muscular Dystrophy Association one day each year will be exempt from this ordinance. Also, requesting donations for a City sponsored event, approved by the City Council, is exempt from this ordinance.

Panhandling

Panhandling means the acceptance of an immediate donation of any item of value, monetary or otherwise from another person, resulting from the verbal solicitation made in person upon any public street, public right of way, sidewalk, alley, park or other public place, and includes but is not limited to accepting donations of any item of value, monetary or otherwise:

1. Resulting from a spoken appeal; and
2. Where the person being solicited receives an item of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation.

Public area means an area to which the public or substantial group of person has access, and includes but is not limited to alleys, bridges, buildings, driveways, parking lots, parks, playgrounds, plazas, sidewalks, city right of way areas, median/island areas located adjacent to city streets, streets open to the general public, and the doorways and entrances to buildings and dwellings, and the grounds enclosing them.

Solicit means to request an immediate donation of money or other thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value. The solicitation may be, without limitation, by the spoken, written or printed word or by other means of communication.

SECTION TWO: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE: That this ordinance shall be in full force and effect from the day of its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA,
MISSOURI ON THIS 27th DAY OF SEPTEMBER 2016.**

APPROVED:

Rick Boyer, Mayor

ATTEST:

Kathie Needham, City Clerk

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Aurora Housing Authority

Agenda Item: Resolution No. 2016-1508

Agenda No. IX (A)

NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2016-1508
A Resolution appointing membership to the Aurora Housing Authority Board
(Madewell)

NOTES:

Aurora Housing Authority
111 W. Springfield Street, Aurora Missouri 65605
Office 417.678.5437 Fax 417.678.3409

September 19th, 2016

Good Afternoon,

Due to the death of our long time commissioner Jay Lewis, we highly recommend the appointment of Michael Madewell for the unexpired term until May of 2017. He can be reached at his office in town at 417.440.4405. If you need anything else please let me know.

Thank you

Valerie L. Kutzner
Executive Director
Aurora Housing Authority
P: 417.678.5437
F: 417.678.3409

RESOLUTION NO. 2016-1508

**A RESOLUTION APPOINTING MEMBERSHIP TO THE
AURORA HOUSING AUTHORITY BOARD**

WHEREAS, the City of Aurora, Missouri, has established membership to the Aurora Housing Authority Board by Section 515.020 of the City Code of Ordinances; and

WHEREAS, the Housing Authority Board recommends that Michael Madewell be appointed to fill the unexpired term of Jay Lewis which will expire on May 31, 2017; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF AURORA, MISSOURI that:

SECTION 1: Michael Madewell shall be appointed to fill the unexpired term of Jay Lewis on the Aurora Housing Authority Board which will expire May 31, 2017.

***PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA,
MISSOURI THIS 27th DAY OF SEPTEMBER, 2016.***

APPROVED:

Rick Boyer, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: First Reading of Bill No. 2016-3087

Agenda No. IX (B)

NEW BUSINESS

AGENDA ITEM DESCRIPTION

First Reading of Bill No. 2016-3087

An Ordinance of the City of Aurora, Missouri amending Chapter 245 "Parks and Recreation", Article I "Park Regulations" by revising Section 245.020, "Conduct in Parks" and by adding Section 245.05 "Closing Skate Park During scheduled Tennis Events" to the Municipal Code of Ordinances

NOTES:

BILL NO. 2016-3087

ORDINANCE NO. 2016-3087

AN ORDINANCE OF THE CITY OF AURORA, MISSOURI AMENDING CHAPTER 245 "PARKS AND RECREATION", ARTICLE I "PARK REGULATIONS" BY REVISING SECTION 245.020, "CONDUCT IN PARKS" AND BY ADDING SECTION 245.025 "CLOSING SKATE PARK DURING SCHEDULED TENNIS EVENTS" TO THE MUNICIPAL CODE OF ORDINANCES

WHEREAS, the City of Aurora, Missouri (the "City"), is a city of the third class and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the constitution and laws of the State of Missouri; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF AND FOR THE CITY OF AURORA, MISSOURI, AS FOLLOWS:

SECTION ONE: That Section 245.020, "Conduct in Parks" be revised to read as follows,
A. It shall be unlawful for any person while on property or in buildings under the operation and control of the ~~Aurora Park Board~~ **City of Aurora** to:

SECTION TWO: That a new Section 245.025, "Closing Skate Park During Scheduled Tennis Events", be added to read as follows:

The Skate Park in White Park shall be closed during scheduled Tennis Tournaments and Special Events approved in advance by the City Manager. A schedule of such Tennis Tournaments and Special Events shall be provided with a minimum of two weeks notice to the City. Organized practices shall not be considered as an event requiring closure of the Skate Park.

It shall be unlawful for any person to skate at the Skate Park during such approved events.

SECTION THREE: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION THREE: That this ordinance shall be in full force and effect from the day of its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI ON THIS 27th DAY OF SEPTEMBER 2016.

APPROVED:

Rick Boyer, Mayor

ATTEST:

Kathie Needham, City Clerk

Chapter 245. Parks and Recreation

Article I

Section 245.020. Conduct in Parks.

[Ord. No. 87-1941, §2, 4-13-1987; CC 1988 §20-3; Ord. No. 93-2097, 2-8-1993]

A. It shall be unlawful for any person while on property or in buildings under the operation and control of the Aurora Park Board to:

- 1.** Throw stones, rocks, sticks, bottles or other similar things by hand or otherwise.
- 2.** Attach wires, ropes, placards, notices or other contrivances to any structure, tree, shrub, plant or utility lines without prior written permission of the Aurora Park Board.
- 3.** Remove property of the parks without permission of the Park Board, Director of Parks, or the Supervisor of the park.
- 4.** Erect, place or maintain any tent, building, booth, stand or other structures, temporary or otherwise, without the written permission of the Director of Parks.
- 5.** Throw, discharge or otherwise place or cause or permit to be placed or discharged into any fountain, pool, pond, lake, stream or other body of water any substance, matter or thing which might cause said water to be harmful to persons or things or to give forth objectionable odors or to appear unsightly or otherwise pollute the waters.
- 6.** Fish or remove fish or aquatic life from any stream, pond, lake or other body of water unless fishing shall be expressly permitted in the area.
- 7.** Tell fortunes.
- 8.** Engage in an athletic contest or event in any public area except in areas set aside therefor, nor shall any person in any event engage in any athletic contest or event or throw any ball or engage in any game singly or with others in such a fashion as to unreasonably endanger the safety of others thereabout.
- 9.** Use a loud speaker or amplifier without prior permission of the Director of Parks.
- 10.** Play a musical instrument between the hours of 9:00 P.M. of any day and 10:30 A.M. of the next day without a prior written permit of the Director of Parks, except this paragraph shall not apply to a person who is playing a string or wood instrument between the hours of 9:00 P.M. and 11:00 P.M., provided only one (1) person is playing such instrument in the area and that the playing of the instrument is done in a manner and at a location so as not to disturb the peace of adjoining property owners or park patrons.
- 11.** Conduct any religious service without a permit issued by the Director of Parks.
- 12.** Participate in or enter upon the grounds of any activity where charges are made without first being registered at the place provided therefor and paying the established fee, except for persons provided with exemptions by action of the Aurora Park Board.
- 13.** Camp or picnic other than in an area expressly designated for camping or picnicking, nor shall any person attempt to move or relocate any benches, chairs or tables unless the same shall not be secured in any way whatsoever to the ground, in which case the same may be moved and relocated within the confines of the designated picnicking or camping area.

14. Start a fire for cooking purposes or otherwise within any park except in receptacles and facilities intended therefor.

15. Operate, park or race a motor vehicle or bicycle upon the grounds or within the buildings other than in areas designated for the operation of such vehicles, or leave any nonoperable vehicle within a park for a period to exceed six (6) hours.

16. Allow cattle or horses to be driven through, run loose, staked out, or in any other way to be in a park except in such an area as designated.

17. Drop, throw, place or discard any wastepaper, dirt, weeds, or trash of any kind, including household trash, refuse, or other rubbish of any sort which is not associated with park use in trash receptacles provided in the Aurora Parks.

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: Resolution NO. 2016-1509

Agenda No. IX (C)

NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2016-1509

A Resolution authorizing and approving the City Manager to execute an agreement with Vaught Construction for the demolition of two homes located at 214 Windsor and 607 E. Crescent

NOTES:

RESOLUTION NO. 2016-1509

A RESOLUTION AUTHORIZING AND APPROVING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH VAUGHT CONSTRUCTION FOR THE DEMOLITION OF TWO HOMES LOCATED AT 214 WINDSOR AND 607 E. CRESCENT

WHEREAS, because of blight and deterioration the need has arisen to demolish the structures on the properties located at 214 Windsor and 607 E. Crescent ; and

WHEREAS, bid invitations were extended with three vendors replying Vaught Construction (\$8,290), MDP Contracting (\$12,450) and Hillhouse Services (\$11,300) ; and

WHEREAS, staff's recommendation is to award the bid to Vaught Construction; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI as follows: The City Council hereby authorizes the City Manager to execute an agreement with Vaught Construction for the demolition of two homes located at 214 Windsor and 607 E. Crescent.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 27th DAY OF SEPTEMBER, 2016.

APPROVED:

Rick Boyer, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC

BID TABULATION

The City of Aurora put out a bid invitation to demolish two homes located at 214 Windsor and 607 E. Crescent. Bids were due on September 21st, 2016 with three bids being received.

Bids invitations were sent to:

1. McGlothlin Brother Construction, Aurora, MO
2. Vaught Construction, Verona, MO
3. Hillhouse Construction, Aurora, MO
4. Singer Construction, Aurora, MO
5. Bumgarner Trucking, Springfield, MO
6. Conway Construction, Mt. Vernon, MO
7. Sunbelt Environmental Services, Springfield, MO
8. Young/Kerans Construction, Aurora, MO
9. MDP Contracting, Nixa, MO

DEMOLITION BID

Company Name	Bid Price
Chris Vaught Construction	\$8,290
Hillhouse Services	\$11,300
MDP Contracting	\$12,450

This is a true and accurate certification of the bids received.

Kathie Needham
City Clerk/Human Resources Director
9/21/2016

City of Aurora Bid Form

The City Reserves the right to accept/reject any or all bids or to split the bid and/or change the quantities of homes on the list.

A.	Demolition Bid	Total Cost
1.	214 Windsor \$3,898	3,898
2.	607 E. Crescent \$4,395	4,395
3.		
4.		
5.		
6.		
Total		8290

B.	Asbestos Removal/Asbestos Disposal Bid	Total Cost
1.	214 Windsor	to be discont
2.	607 E. Crescent	
3.		
4.		
5.		
6.		
Total		

	Total Project Cost (A, B)	Total Cost
1.	214 Windsor	3,898 ⁰⁰
2.	607 E. Crescent	4,395 ⁰⁰
3.		
4.		
5.		
6.		
Total		8290

Chris Vaughn Const

417-861-3725

contract.

City of Aurora Bid Form

The City Reserves the right to accept/reject any or all bids or to split the bid and/or change the quantities of homes on the list.

A.	Demolition Bid	Total Cost
1.	214 Windsor	4400.00
2.	607 E. Crescent	6900.00
3.		
4.		
5.		
6.		
	Total	11,300

B.	Asbestos Removal/Asbestos Disposal Bid	Total Cost
1.	214 Windsor	
2.	607 E. Crescent	
3.		
4.		
5.		
6.		
	Total	

NOT Included.

	Total Project Cost (A, B)	Total Cost
1.	214 Windsor	11400
2.	607 E. Crescent	6900
3.		
4.		
5.	<i>Demo Only</i>	
6.		
	Total	<i>11,300</i>

Notice and Instructions to Bidders/Vendors

Regarding Section 285.525 through 285.550 RSMO, Effective

January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Lawrence County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

Remarks:

Company Name Hillhouse Services Inc.

Address 21009 LAW 1160 VERONA MO 65769

Signature and Title Jeff Hillhouse

Telephone No. 417-498-6548

Date 9/21/16

**City of Aurora
Bid Form**

The City Reserves the right to accept/reject any or all bids or to split the bid and/or change the quantities of homes on the list.

A.	Demolition Bid	Total Cost
1.	214 Windsor	\$6,400 ⁰⁰
2.	607 E. Crescent	\$6,050 ⁰⁰
3.		
4.		
5.		
6.		
	Total	\$12,450

B.	Asbestos Removal/Asbestos Disposal Bid	Total Cost
1.	214 Windsor	NONE INCLUDED
2.	607 E. Crescent	NONE INCLUDED
3.		
4.		
5.		
6.		
	Total	NONE INCLUDED

	Total Project Cost (A, B)	Total Cost
1.	214 Windsor	
2.	607 E. Crescent	
3.		
4.		
5.		
6.		
	Total	

MOP Contracting LLC
 Michael Paris
 1207N Eagle Crest
 PO Box 1317
 Nixa MO 65714
 26-4693707

Michael Paris

The City of Aurora, Missouri is taking bids for the demolition of two houses in the city. Interested contractors should contact the City Clerk for a bid specification packet. Bids should be submitted to the City of Aurora, PO Box 30, Aurora, MO 65605 by Wednesday September 21, 2016 at 10:00 a.m. For questions please contact Trent White, Building Inspector at 417-229-0128.

REQUEST FOR BID

City of Aurora

RETURN TO:

City of Aurora
City Clerk's Office
2 W Pleasant
P.O. Box 30
Aurora, MO 65605

Date Issued: September 6, 2016
Buyer Email: binspector@aurora-cityhall.org
Telephone No.: 417-229-0128
Facsimile: (417) 678-6599
DUE DATE: **SEPTEMBER 21, 2016**

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE CITY CLERK'S OFFICE PRIOR TO 10:00 A.M. ON WEDNESDAY SEPTEMBER 21, 2016.

Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed.
- Bids shall be submitted with the Bid name clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- FAXED BIDS WILL NOT BE ACCEPTED.
- The attached Terms and Conditions shall become part of any purchase order resulting from this Request for Bid.

DESCRIPTION

BUILDING DEMOLITION AND SITE CLEANUP

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY F.O.B. DESTINATION

The City reserves the right to accept/reject or split apart any submitted bid.

It is the intent of the City that this Request for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in the Request for Bid to a single source. Such notification must be submitted in writing and must be received by the City not later than three (3) days prior to the bid opening date.

**CITY OF AURORA
INSTRUCTION TO BIDDERS**

01. Opening Location. Bids will be opened at the City of Aurora, City Clerk's Office, 2 W Pleasant, Aurora, Mo. 65605 in the presence of purchasing department official at the due date and time indicated on the RFB. All bidders or their representatives are invited to attend the opening of the RFB.

02. RFB Delivery Requirements. Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the City Clerk's Office for receipt on or before the due date and time indicated. If a Bid is sent by U.S. mail, the bidder shall be responsible for its timely delivery to the City Clerk's Office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids sent by email or fax will not be accepted.

03. Sealed and Marked. If sent by mail or delivered, all bids must be delivered to: City of Aurora, City Clerk's Office, 2 W Pleasant, P.O. Box 30, Aurora, MO. 65605. Bids must be sealed and clearly marked on the outside of the envelope with the name of the Request for Bid.

04. Legal Name and Signature. Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Pricing Page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda. Each bidder shall examine all Requests for Bid documents and shall judge all matters relating to the adequacy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Bid shall be made through the City Clerk's Office in writing or through email. The City Clerk's Office shall not be responsible for oral interpretations given by City employee, representatives, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. IT shall be the responsibility of each bidder, prior to submitting their Bid, to contact the City Clerk's Office at phone number 417-678-5121 Ext. 23, to determine if addenda were issued and to make such addenda a part of their Bid.

07. RFB Expenses. All expenses for making Bids to the City are to be borne by the Bidder.

08. Irrevocable Offer. Any Bid may be withdrawn in writing up until the due date and time set for opening of the RFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods and services set forth in the RFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder. To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Request for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest and best responsible bidder shall mean the bidder who make the lowest Bid to sell goods and services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights. The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be

limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit. The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period one (1) year after final payment.

12. Applicable Law. All applicable laws and regulations of the State of Missouri and the City will apply to any resulting agreement, contract, or purchase order.

13. Right to Protest. Protestors shall seek resolution of their complaints initially with the City Manager. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Ethical Standard. With respect to this RFQ, if a bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the foods or services for which the Quotation is submitted and shall be further disqualified from submitting any future Quotations.

15. Collusion. By offering a submission to the Request for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to the RFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this RFB:

a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or costs data, with any other bidder or with any competitor.

b. Any prices and/or cost for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

d. The only person or person interested in the Bid, principal or principals are named therein and that no person other than therein mention has any interest in this Bid or in the contract to be entered into.

e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. Contract Forms. Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The Maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to the Contractor.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorney's fees and cost in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. RFB Forms, Variances, Alternates. Bids must be submitted on attached City RFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the RFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City.

19. Bid Form. All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Bid. A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. Error in Bids. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitted Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors wither of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

22. Prices Bid. Give unit price, extended total or both if applicable. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

23. Discounts. Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction the Bid price and not shown separately. The price shown on the Bid shall be the price used in determining the award(s).

24. Descriptive Information. All equipment, materials, and articles incorporated in the product/work covered by the RFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

25. Deviations to Specifications and Requirements. When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on

the Affidavit of Compliance form, at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

26. Samples (if required). *For certain types of procurements, samples may be required. If samples are required it will be stated in the RFB. The following conditions and requirements apply to all samples submitted.*

a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost delivery and removal of samples shall be borne by the bidder.

d. All samples packages shall be marked "Sample for City Clerk" and each sample shall bear the name of the bidder, item number, Bid name, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated must be considered sufficient reason for rejection of Bid.

e. Do not send samples unless requested to do so unless indicated on the RFB.

27. Quality Guaranty. *If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.*

28. Quality Terms. *The City reserves the right to reject any or all materials if, in its judgment the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.*

29. Tax Exempt. *The City is exempt from sales taxes and Federal Excise Taxes. Missouri Tax ID 11993260.*

30. Awards.

a. Unless otherwise stated in the Request for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or non, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Bid (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

31. Authorized Product Representation. *The successful bidder(s) by virtue of submitting the name and specification of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*

32. Regulations. *It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal and State of Missouri, and City rules, regulations, or other requirements, as each may apply.*

33. Termination of Award. Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any bid may be rejected in whole or In part for good cause when in the best interest of the City.

34. Royalties and Patents. The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

35. Equal Employment Opportunity Clause. The City of Aurora, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

36. Bid Tabulation. Bidders may request a copy of the bid tabulation of the Request for Bid through the City Clerk's Office.

37. Budgetary Constraints. The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

38. Additional Purchase by Other Public Agencies. The bidder submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Request for Bid unless otherwise noted on the Affidavit of Compliance Form.

39. Order of Precedence. Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

40. Affidavit for Service Contracts. The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the RFB and agrees to provide an affidavit to the City of Aurora affirming that they have not, and will not in connection with the RFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

41. Inspection and Acceptance. No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective of which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

42. Women and Minority Business Enterprises. The City of Aurora, Missouri is an Equal Opportunity Employer and invites the submission of proposals from Women and Minority Business Enterprises.

43. Non Discrimination Statement. The City of Aurora does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations or any other categories protected by law.

**INVITATION TO BID
SCOPE OF WORK AND SPECIFICATIONS
BUILDING DEMOLITION & SITE CLEANUP**

1. **SCOPE OF PROJECT:** Contractor shall provide all labor, materials, equipment, supplies, and taxes. Insurance, fuels, permits, retirement of the utilities, and any and all other items necessary to complete the demolition work, the removal of demolition materials, and disposal of materials and related work, as specified herein. Contractor shall complete all work.
2. **INVESTIGATION OF CONDITIONS:** Before submitting a bid, Bidders should carefully examine the specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations including verification of measurements and quantities and shall include in the bid a sum to cover the cost of items of work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed himself prior to the bidding, and the successful Contractor must employ, so far as possible such methods and means in carrying of his work as will not cause any interruption or interference with ant other Contractor.
3. **LOCATION OF PROJECTS:**
214 Windsor, Aurora, Mo. 65605
607 E. Crescent, Aurora, Mo. 65605
4. **GENERAL REQUIREMENTS:** Required wrecking permit shall be obtained within ten (10) days after the retirement of all utilities.
 - 4.1 **SURVEY OF CONTENTS: The Contractor shall notify the City 24 hours before demolition to arrange a scheduled time to meet at the site to inventory the contents before the work commences.**
 - 4.2 **DEMOLITION AND REMOVAL OF STRUCTURES:** Demolition and removal of the structure(s) shall include, as applicable:
 - 4.2.1 The contractor is responsible for contacting Empire District Electric to retire the necessary utilities for (water/electricity) and Missouri Gas Energy for (gas) prior to demolition.
 - 4.2.2 Demolition and removal of structure(s) shall include removal of the entire identified structure(s) and contents to the construction limits.
 - 4.2.3 All concrete floor slabs, foundations, pilings, driveways, sidewalks, steps, parking areas, and other above ground and underground improvements associated with the structure shall be removed.
 - 4.2.4 All asphalt areas shall be removed, including driveways.
 - 4.2.5 Fences shall remain, unless otherwise instructed to remove them.

- 4.2.6 Cap all building sewer connections at existing wye locations.
- 4.2.7 All septic tanks shall be removed and the contents disposed of in accordance with appropriate ordinance and regulations. The tank shall be filled and the top of the tank crushed. Plumbing permit is not required.
- 4.2.8 Remove and dispose of the propane tank and all piping, in accordance with all applicable laws and regulations.
- 4.2.9 The price bid for demolition of each property shall include any and all detached garages and/or accessory structures.

4.3 REMOVAL OF ASBESTOS: Asbestos shall be removed to the standards established by 40 CFR Part 61; "*National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP: Final Rule*" ***as identified on the attached site analysis prepared by Security Storage Service.***

- 4.3.1 All labor used to removed asbestos shall be trained to comply with OSHA regulations and standards.
- 4.3.2 Asbestos shall be removed only be a Certified Asbestos Abatement Contractor holding a valid MDNR Certification Number.
- 4.3.3 The Contractor is required to obtain a demolition permit from the Aurora Building Department.
- 4.3.4 After removal of asbestos and prior to the issuance of the required permit, the Contractor shall obtain a clearance letter from Security Storage and shall bear the cost for a re-inspection.
- 4.3.5 Disposal of asbestos shall be in strict accordance with Federal, State, and local laws and regulations.
- 4.3.6 Asbestos containing materials must be disposed of at a certified handling facility. A copy of all load tickets must be submitted for each load disposed of regardless of whether it is considered hazardous waste.

4.4 REMOVAL OF UNDERGROUND STORAGE TANKS (NONE HAVE BEEN IDENTIFIED): Underground Storage Tanks and contaminated soil shall be removed in accordance with Federal, State, and local laws and regulations and specifically MDNR regulations contained in 10 CSR20.

- 4.4.1 Disposal of the underground storage tank, contents, and contaminated soil shall be only at a facility approved for the disposal of such materials.

4.4.2 Missouri Department of Natural Resources shall be notified by the Contractor prior to removal of UST's. The Contractor shall provide a copy of closure report to MDNR and the closure approval letter issued by MDNR to the City. All sampling and testing shall be the responsibility of the Contractor. Payment will not be made until such documents are received and accepted by City.

4.4.3 The Contractor shall test all soil adjacent to UST's to the extent necessary to obtain closure approval from the appropriate approval agencies.

4.5 **SEDIMENT CONTROL:** The Contractor shall provide temporary erosion and sediment control on each respective property prior to the start of demolition operations. Sediment control shall be maintained for the full duration of the project. Contractor shall be responsible for the maintenance of controls and control structures and shall be responsible for any clean-up due to failure or inefficiency of such controls. Sedimentation run-off **shall not be tolerated** and if run-off occurs the Contractor shall take corrective action immediately.

4.6 **GRADE AND BACKFILL:** Grading, backfill, and return to grade shall be performed as follows:

4.6.1 All crawl spaces, lower levels, foundation areas, and any below ground area shall be filled and compacted with earth. The backfill must not be frozen when placed and shall be compacted to a density of 95% of maximum density of the backfill material used as determined by ASTM designation D-68. The top six (6) inches of backfill shall be made with soil suitable for growth of grass and graded to natural grade or surrounding undisturbed earth.

4.6.2 Full basements can be filled with clean fill, including that from outside sites. All basement walls shall be pushed in and broken up.

4.6.3 Any change in vertical elevation greater than one for each horizontal five feet shall be backfilled to meet no more than 1:5 requirements.

4.6.4 Final grading shall insure adequate drainage offsite and not permit ponding of water. All filled and disturbed ground shall be smoothed for mowing,

4.6.5 The contractor shall seed all disturbed ground with a fescue blend (10% annual rye, 90% turf type fescue or similar mix) seed and cover with straw. Seed must be rated top 50 in current NTEP trials, MO test site, with at least 96% purity, 85% Germination. No more than approximately 1% other crop seed, 1.5% inert matter, and .75% weed seed.

4.6.6 The Contractor shall import fill as necessary to establish proper surface grades but the Contractor may cut and fill on site to the extent possible.

4.7 **DISCOVERY OF HAZARDOUS MATERIALS:** in the event previously unknown hazardous materials are discovered by the Contractor, the Contractor shall immediately suspend work in the specific location of the hazardous material and immediately notify the City Building Inspector.

4.8 **CLEAN-UP:** All demolition materials and debris shall be removed from the work concurrently with progress of work. Contractor shall not allow mud and debris from vehicle transporting demolition materials to litter any streets or highways. Contractor shall clean-up any such mud or debris at its sole expense.

4.9 **STORAGE:** Storage of salvage materials for sale on the work site is prohibited. Signs advertising salvage materials shall not be placed at the work site.

4.10 **STREET CLOSURES:** The Contractor shall not close any street or divert any traffic without prior written approval from the city.

4.11 **FINAL INSPECTION OF PERMIT:** Inspection by the Building Inspector for final permit shall be requested by Contractor within twenty-four hours of completion of demolition of each separate site. **Inspection to finalize demolition permit MUST be requested by Contractor upon completion of demolition and site clean-up.**

4.12 **INSURANCE REQUIREMENTS:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as addition insured. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Aurora – City Clerk, P.O. Box 30, Aurora, MO 65605

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A. **Worker's Compensation:** Statutory coverage per R.S.Mo. 281.010 et seq
Employer's Liability: \$1,000,000.00
- B. **Commercial General Liability Insurance:** Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting is required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Six Hundred Fifty-Seven Thousand Five Hundred Eighty-Seven Dollars (\$2,657,587)** for all claims arising out of a single accident or occurrence and **Three Hundred Ninety-Eight Thousand Six Hundred Thirty-Eight Dollars (\$398,638)** for any one person in a single accident or occurrence.
- C. **Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Six Hundred Fifty-Seven Thousand Five Hundred Eighty-Seven Dollars (\$2,657,587)** for all claims arising out of a single accident or occurrence and **Three Hundred Ninety-Eight Thousand Six Hundred Thirty-Eight Dollars (\$398,638)** for any one person in a single accident or occurrence.
- D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b), and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.
- E. **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Aurora.

5. **BID BOND:** Not required

PERFORMANCE BOND: Contractor shall include with a submission of their signed Contract a Performance Bond in the amount of 100% of the total bid amount.

6. **PERMIT COSTS:** Permit costs are as follows and can be subject to change:

6.1 Building (Demolition) Permits: \$ 20.00 per site

6.2 Floodplain Permit (if applicable): Contact Trent White at 417-229-0128

7. **QUESTIONS AND ADDENDUM:** All questions must be received by the City of Aurora in writing (fax or email) to the Attention of Trent White, Building Inspector at binspector@aurora-cityhall.org or 417-229-0128. No addendum will be issued less than three days before the bid due date.

8. **SPECIFICATIONS:** All work shall be accomplished in accordance with this Scope of Work and the Specifications contained or referenced herein and in accordance with all local, state, or federal rules, law, and regulations.

9. **AWARD:** The City intends to award the group as a whole however, the city reserves the right to award "Item by Item" or "All or None" whichever is in the City's best interest.

10. **NOTICE TO PROCEED/PURCHASE ORDER:**

10.1 Before a notice to proceed/purchase order is issued, the Contractor must submit the following property executed documents to the City:

10.1.1 The contract, in required form.

10.1.2 Performance bond as described in the contract.

10.1.3 Certifications of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by the contract.

10.2 Contractor shall commence work upon a date to be specified by the City in the "Notice to Proceed." Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work to final completion on or before the completion time stated in the contract documents or pay to the City the liquidated damages resulting from the failure to timely complete the work. The Contractor has the right to finish the work before the contract completion date. The City assumes no liability for any hindrances to the Contractor except City caused delays which required Contractor to be on the job and beyond the contract completion date.

Extensions of time will be granted when: (1) changes in the work occur that require additional time, (2) when the work is suspended (3) or when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, Subcontractors or suppliers, and which were not the result of their fault or negligence. Extensions of time for completion may also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in the Contract Documents) or neglect of the City or its employees or by other Contractors employed by the City, or for any other cause which in the opinion of the City

entitles the Contractor to an extension of time, including but not restricted to fires or floods not caused by the Contractor, unusually severe weather, or labor strikes. If the Contractor claims that any act of the City, Designer or other Contractor or other occurrence beyond the contractor's control has hampered the contractor's ability to complete the project by the date required by the Contract, the Contractor shall give written notice to the City within seven (7) days of the occurrence, or such claim shall be conclusively considered waived by the Contractor and no extension of time shall be granted based thereon.

11. DELAYS:

11.1 OTHER DELAYS

If the Contractor or his subcontractor experiences documented hindrances or delays which, in his opinion, are not usually to be expected in the performance of the work, and which affect the performance of the work, he may request a change in the agreement. The Contractor shall be entitled to an extension of the time for contract completion, but such contract time of completion shall be extended no more than one day for each day of delay. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. Such hindrances and delays may include, but not be limited to, acts or failures to act by other contractors employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

11.2 WEATHER DELAYS

Delays due to adverse weather shall be specifically defined as any work day in which less than sixty (60) percent of the scheduled work for that day cannot be completed due to weather-related conditions and that such work will have an effect on critical related trade work affecting the completion date. The contract time shall include an allowance for adverse weather days equal to a ratio of four (4) work days for every thirty (30) calendar days of Contract time. The Contractor shall submit to the City, weather delay request in writing within seven (7) days of the weather delay. Request for extensions of time due to weather shall be evaluated on the basis of lost days in excess of the above allowance. All approved weather delays shall be added to the contract by Contract addendum. When the Contract time has been extended, such extension of time shall not result in any additional compensation to the contractor.

12. LIQUIDATED DAMAGES:

If the work is not completed by the time stipulated by the contractor, the City reserves the right to cancel the remaining portion of the contract and re-procure for competition of such work. The Contractor shall be charged as liquidated damages any excess costs or damages occasioned thereby.

**INVITATION FOR BID
SPECIAL PROVISIONS
BUILDING DEMOLITION & SITE CLEANUP**

1. **PROJECT SUPERINTENDENT:** The contractor shall have a superintendent or a responsible foreman on the project at all times when work is in progress.
2. **POWER:** All power for lighting, operation of the contractor's plant or equipment, or for any other use by the contractor, shall be provided by the contractor's sole cost and expense.
3. **SANITARY FACILITIES:** The contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.
4. **USE OF RIGHT-OF-WAY AND EASEMENT:** Contractor must conduct all work within public street right-of-way, within designated areas on City-owned property, or within easements obtained for this project. All disturbed areas shall be reshaped, smoothed, dressed with topsoil, seeded, and mulched. All removal items shall be completely removed and disposed of. All remaining items shall be saved from damage.

The contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional work area, storage sites, access to the site, or temporary right-of-way not shown on the plans, but which may be required by the contractor for execution of the work. It shall be understood that the responsibility for protection and safekeeping of equipment and materials on or near the site will be entirely that of the contractor and that no claim shall be made against the City by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by these stored materials or equipment, the contractor owning or responsible for the stored materials or equipment shall immediately move same.

Prior to placing materials or equipment upon such easements, the contractor shall request the City's representative to approve the specific location to be used. Any damage, which occurs to private property, will be the responsibility of the contractor. In the event the contractor gets off the permanent or temporary easements, then all costs to restore the property shall be at the contractor's expense and final acceptance of the project may be withheld unless the claim is resolved.

5. **PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY:** The contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the work performed by the contractor. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement.

All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the City's representative.

The contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location of character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by the contractor or the contractor's subcontractors. The contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

6. **UTILITIES:** The contractor shall make every effort to locate and identify all underground pipe lines, cables, and conduits by contacting the Missouri One Call System and the owners of underground utilities, by prospecting or otherwise, in advance of trench or excavation operations. Certain pipelines, water mains, gas lines, and other existing underground and above ground installations and structures in the vicinity of the work to be done hereunder are indicated on the plans according to the information made available to the City. The City does not guarantee the accuracy or completeness of such information. Service connections for gas, water, telephone services, sewers, underground electric and lines, and possibly other utilities are not shown on the plans.

Any conflict with these utilities or any other utility not specified, as a pay item will be the responsibility of the contractor. The contractor will be required to relocate the utility or work around it at no cost to the City. It will be the responsibility of the contractor to brace or otherwise secure any utility poles or anchors close to the trenching operation.

Any delay or extra cost to the contractor caused by utility, pipe line, or other underground structures or obstructions not shown on the plans or found in different locations than those indicated shall not constitute a claim for additional work, additional payment, or damages.

The contractor will be solely responsible for any or all damages whether direct, indirect, or consequential to the underground or above ground utilities, pipe lines, and

surroundings, and shall indemnify and hold harmless the City for any and all claims or judgments whenever made as a result of the contractor's actions. If additional or unexpected utility conflicts occur, the contractor shall be responsible for coordinating with the affected utility company to resolve the conflict and maintain progress on the project. No time extensions will be granted for associated delays.

- 7. PROTECTION OF EXISTING VEGETATION:** No existing vegetation within the project area shall be removed, trimmed or otherwise disturbed without prior approval by the City's representative. Such approval shall be given in the case of any vegetation within a trench line or other excavation limits where root structure is such that work cannot continue by any other means. No vegetation outside such excavation areas, or on private property, shall be removed, trimmed or otherwise disturbed without the consent of the property owner where the vegetation is located.

The contractor shall protect all vegetation from injury within, and adjacent to, the project site. Any vegetation damaged or destroyed by the contractor in performing the work, without the approval of the City's representative or property owner shall be replaced at the contractor's expense with material of equal or greater value.

- 8. GUARDS AND LIGHTS:** The Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

- 9. SAFETY PRECAUTIONS:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these CONTRACT DOCUMENTS. The contractor shall also comply with all regulatory agencies requirements for safety.

The contractor shall use extreme caution to protect the project area to prevent accidents, damage, or injury involving pedestrian or vehicular traffic in the project area. Barricades, safety screening, or other acceptable methods shall be used as needed to keep the public out of danger and to safely divert them around the project area.

The contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of the contractor's prosecution of the work. The safety provisions of all applicable laws, building and construction codes, and regulations shall be observed. The contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as the contractor may deem necessary or desirable. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention of Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising

out of and in the course of employment on work under the contract. The contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The contractor shall indemnify and save harmless the City and City's representative from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

10. CLEANUP: Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until entire project is finished. Contractor shall clean all right-of-way and easement areas that were occupied by the contractor in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc., shall be removed and the area left in a neat and presentable condition. If at any time during performance of work by Contractor the City's representative determines that cleanup is not being accomplished, the City's representative may direct, in writing, no additional work can be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed.

The contractor is to provide extra care during performance of work by Contractor to ensure that no rock, base stone, string, stakes, or any other construction material is left in the water main or irrigation lines. At the end of each construction day, the ends of all such lines shall be sealed watertight and all points of entry are to be covered to prevent easy access. No rain, storm water, or ground water shall be allowed to enter the water main or irrigation systems.

11. DISPOSAL/OWNERSHIP OF MATERIALS: Upon demolition and removal from the work site, all demolition and abatement materials shall become the property of the Contractor. The Contractor shall dispose of materials in accordance with all federal, state, and local rules, regulations, statutes, and ordinances. Any material disposed of in landfills, shall be disposed of at landfill approved by the City.

Sale of scrap material will not be permissible.

12. MODIFICATION OF CONTRACT: The scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the City Council. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

13. EXCHANGE OF DATA: All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

14. PERSONNEL:

14.1 The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

14.2 The contractor represents, in accordance with RSMo Statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Aurora affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

15. TERM: The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the Contractor.

16. APPROPRIATION OF FUNDS: In the event funds are not appropriated by the Council of the City of Aurora for any term of the contract, any extension thereto or any portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

17. PAYMENT: Conditioned upon acceptable performance. The City agrees to pay the Contractor in accordance with the prices and terms set forth in *Bid Form* for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Bid Form*.

18. TERMINATION OF CONTRACT:

18.1 For Breach: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

18.2 For Convenience: The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

19. CONFLICTS:

19.1 Contractor covenants that is presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

19.2 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. Shall not be violated.

20. ASSIGNMENT: The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

21. CONFIDENTIALITY OF DOCUMENTS: Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

22. DISCRIMINATION: The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

23. OCCUPATIONAL LICENSE: The Contractor shall obtain and maintain an occupational license with the City of Aurora, Missouri if required by City Code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

24. COMPLIANCE WITH LAWS: Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

25. NONRESIDENT/FOREIGN CONTRACTORS: The Contractor shall procure and maintain during the life of this contract:

25.1 If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

25.2 A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

26. GENERAL INDEPENDENT CONTRACTOR CLAUSE: This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and

responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

27. CITY BENEFITS: The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

28. LIABILITY AND INDEMNITY: The parties mutually agree to the following:

28.1 In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

28.2 The Contractor shall defend, indemnify, and hold harmless the City, its elected or appointed officials, agents and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, this contract, or the work of any subcontract there under (the Contract or hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

28.3 The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

29. NOTICES: All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

30. JURISDICTION: This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Lawrence County, Missouri.

31. ENTIRE AGREEMENT: This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

32. CONTRACTOR'S RESPONSIBILITY AND SUBCONTRACTORS: It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City or between any Subcontractors.

33. WAIVER: No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

City of Aurora Bid Form

The City Reserves the right to accept/reject any or all bids or to split the bid and/or change the quantities of homes on the list.

A.	Demolition Bid	Total Cost
1.	214 Windsor	
2.	607 E. Crescent	
3.		
4.		
5.		
6.		
	Total	

B.	Asbestos Removal/Asbestos Disposal Bid	Total Cost
1.	214 Windsor	
2.	607 E. Crescent	
3.		
4.		
5.		
6.		
	Total	

	Total Project Cost (A, B)	Total Cost
1.	214 Windsor	
2.	607 E. Crescent	
3.		
4.		
5.		
6.		
	Total	

Notice and Instructions to Bidders/Vendors

Regarding Section 285.525 through 285.550 RSMO, Effective

January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Lawrence County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMO 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with sections 285.525 through 285.550 and 292.675 RSMO, City requires the following bid and contract documents:

1. **Affidavit for Service Contracts over \$5,000 (US)** – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 RSMo. Contract award is contingent of Company providing an acceptable notarized affidavit stating:
 - a. that Company is enrolled in and participated in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
2. **Affidavit for nay Public Works Project Contract** – Effective 8-28-2009, Company Shall comply with the provisions of Section 292.675 RSMO. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.
3. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

The City of Aurora encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/xprevprot/programs/gc1185221678150.shtm> or by calling 888-464-4218. If you have any questions please contact the Office of the City Clerk at 417-678-5121 Ext. 23

Notice and Instruction to Bidders

Regarding Affidavit of Work Authorization

RSMo Chapter 285.530 (2)

Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- Submitting a completed notarized copy of EXHIBIT AFFIDAVIT OF WORK AUTHORIZATION and
- Providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU):

- 1) a valid, completed copy of the first page identifying the bidder and
- 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

CITY OF AURORA

STATEMENT OF NO BID

Return this page only if your company provides the product/services being bid and declines to do so

We, the undersigned, have declined to bid on your Building Demolition and Site Cleanup for the following reasons:

_____ Specifications are too "tight", i.e. geared toward on brand or manufacturer only.

_____ Insufficient time to respond to invitation for bid.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements

_____ Specifications unclear (Please explain below)

_____ Other (please specify below).

Remarks:

Company Name _____

Address _____

Signature and Title _____

Telephone No. _____

Date _____

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: Resolution No. 2016-1510

Agenda No.XI (D)

NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2016-1510

A Resolution authorizing and approving the City Manager to execute an agreement with Emerson Network Power for the replacement of batteries in the backup generator at the police department

NOTES:

RESOLUTION NO. 2016-1510

A RESOLUTION AUTHORIZING AND APPROVING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH EMERSON NETWORK POWER FOR THE REPLACEMENT OF BATTERIES IN THE BACKUP GENERATOR

WHEREAS, the battery backup generator at the Police Fire Facility is no longer working because of the dead batteries; and

WHEREAS, bid invitations were extended with one vendor replying Emerson Network Power; with three options for pricing: Normal Hours (M-F 8 am to 5 pm) \$5,693.75, After Hours (M-F 5 pm to 8 am, and/or all day Saturday) \$6,597.93 and Sunday/Holiday \$7,015.24; and

WHEREAS, the bid is coming directly from the vendor so it is considered a sole source bid as the company will not quote a price to any other vendor since they directly quoted the pricing to the city therefore it is staff's recommendation is to award the bid to Emerson Power Network; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI as follows: The City Council hereby authorizes the City Manager to execute an agreement with Emerson Network Power for the replacement of batteries for the purchase price of \$_____.

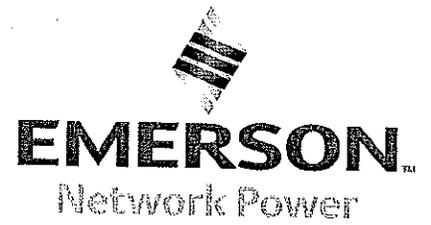
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 27th DAY OF SEPTEMBER, 2016.

APPROVED:

Rick Boyer, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC



Proposal for Service

Emerson Network Power | Liebert Services

September 13, 2016

AURORA POLICE DEPARTMENT
106 S ELLIOT
AURORA, MO US, 65605
SID: 122657

Q02210758

September 13th, 2016

AURORA POLICE DEPARTMENT
106 S ELLIOT
AURORA, MO US, 65605
Q02210758

Phone: 4176875025
Email: aurorapd@msn.com

Dear Capt. Pat Jenkins,

Thank you for your interest in Emerson Network Power, Liebert Services. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Emerson Network Power is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (913) 492-0770. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Brooke Rosner

9776 Legler

Lenexa, KS 66219

PHONE (913) 492-0770

FAX (913) 492-6776

EMAIL brooke.rosner@ITSSolutions.net

Order Q02210758

We are pleased to submit the following proposal for replacement of your VRLA Battery equipment for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the service(s) included in this quote.

Site ID: 122657, Miller, Edward, 106 S ELLIOT, AURORA, MO, 65605

Tag #	Battery Model	Jars	Cells	Contract Type	PM Quantity	Contract Type Code
1490894	CDUPS12100MR	24	144			

Select One (1) Option :

- Normal Hours (M-F 8am to 5pm)
- After Hours (M-F 5pm to 8am, and/or all day Saturday)
- Sunday/Holiday

Total Price:	\$5,693.75
Total Price:	\$6,597.93
Total Price:	\$7,015.24

(NOT including tax: any tax required must be included in customer purchase order amount)

Payment Terms: Net 30 Days

Progress billing: For all projects involving battery replacement, progress payments will apply. Invoices will be issued per the following project milestones:

Milestone

- Shipment of batteries
- Completion of installation and testing

Payment Due

- Total amount for batteries and freight
- Balance of project price

The above-referenced quote for battery replacement includes, free of additional charge, the following Basic Installation Services:

Basic Installation Services are limited to:

- Removal of existing battery string(s)
- Installation of new battery string(s)
- Recycling
- Freight: FOB Factory

Basic Site Requirements for Basic Installation Service:

- Standard dock delivery that accommodates a standard size semi-truck with an onsite forklift or pallet jack (at least 4,000 lb capacity)
- Inside staging area large enough for the batteries being installed and removed
- Inside, staging area must be within 50' of the dock area
- Battery room/cabinets must be within 200' of the staging area
- Doorways at least 34" in width
- Elevators within easy access and be rated for at least 4,000 lbs

In the event that the customer needs a service or has a site requirement that falls outside of the Basic Installation Services or Basic Site Requirements listed above, Liebert Corporation will provide the customer with an additional quote for said Special Installation Services or in response to said Special Site Requirements, and if agreed to by the customer, the customer shall be separately invoiced the additional amounts set forth in the quote. Please notify your salesperson if you require Special Installation Services or have any other Special Site Requirements for which there will be an additional charge.

Special Installation Services and Special Site Requirements for which there will be additional costs and charges include, but are not limited to:

- Inside delivery
- Ground Delivery
- Floor Protection
- Floor Loading Limitations
- Delivery Path Includes Stairways, Ramps or Other Obstructions
- Use of Cranes
- Exclusive labor requirements deliveries
- Exclusive labor requirements installations



Proposal for Service

Order Number: Q02210758

Purchase Order must be assigned to:
Emerson Network Power, Liebert Services, Inc.
610 Executive Campus Dr
Westerville OH 43082

Payment remittance address:
Emerson Network Power, Liebert Services, Inc.
PO Box 70474
Chicago, IL 60673

FID# 43-1798453

PO should be e-mailed or faxed with signed proposal to:
Emerson Network Power, Liebert Services, c/o Brooke Rosner
Attn: Brooke Rosner
Email: brooke.rosner@ITSolutions.net
Fax: (913) 492-6776

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO NOT attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other _____
 Accounts Payable Email _____ @ _____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: _____ Phone: _____

** COVERAGE DETAILS **

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty(30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. By acceptance of this Proposal, Buyer expressly manifests its assent to the Terms and Conditions of this Proposal, and agrees that if any provision of Buyer's Order or other document or communication from Buyer is inconsistent with any provision of these Terms and Conditions, regardless of the order or timing of the exchange of such document or communication, these Terms and Conditions shall prevail.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

Brooke Rosner 9/13/2016
Brooke Rosner Date

Buyer Signature Required Date

Printed Name Title Phone

SERVICES TERMS AND CONDITIONS

Emerson Network Power Liebert Services, Inc. (P/O Liebert Global Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. PRICES: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. TAXES: Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. TERMS OF PAYMENT: Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, after to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. SHIPMENT AND DELIVERY: While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. LIMITED WARRANTY: Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practices. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller agrees to Buyer any warranties that are made by manufacturers and suppliers of Parts, EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application of any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRADEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, net, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Additional information related to the insurance coverage provided by Seller can be found at www.marsh.com/en/761118-0300.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and delivery of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of

any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. CANCELLATION: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and in force commitments made by the Buyer, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. CHANGES: Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. NUCLEAR/MEDICAL: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, damages, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

12. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest therein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. INSPECTION: Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. BILLABLE SERVICES: Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation, Seller's order acknowledgment, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features); (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner); (iii) failure to operate equipment in accordance with applicable specifications; and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, bidding entry or technical training.

15. DRAWINGS: Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, copying and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. EXPORT/IMPORT: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. NON-SOLICITATION: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. GENERAL PROVISIONS: These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. The conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by the use of verbal or written communication, including purchase orders, shipping instructions forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default of or any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of or any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Franklin, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

19. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlet for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Seller shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets in those set forth herein. In its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance affecting Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

20. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injury, including death, to third parties to the extent caused by a negligent act or omission of the party to the extent of the above indemnification, or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims; or the indemnifying party's obligations herein shall be deemed waived.

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: Resolution No. 2016-1511

Agenda No.XI (E)

NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2016-1511

A Resolution authorizing and approving the City Manager to execute agreements with ACIS Computers for IT Support

NOTES:

RESOLUTION NO. 2016-1511

**A RESOLUTION AUTHORIZING AND APPROVING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH ACIS COMPUTERS FOR IT SUPPORT**

WHEREAS, the city has determined the need to have outside internet technical support available for any problems that may arise; and

WHEREAS, bid invitations were extended earlier with the city council choosing ACIS Computers for its support on a fix and repair basis; and

WHEREAS, after working with them for several months it has become apparent the city needs to do a monthly agreement which is more inclusive of the things we are paying for individually now; and

WHEREAS, staff is recommending to city council to consider the silver service monthly plan; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI as follows: The City Council hereby authorizes the City Manager to execute an agreement with ACIS Computers for IT monthly support for city offices and the police department.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI
THIS 27th DAY OF SEPTEMBER, 2016.**

APPROVED:

Rick Boyer, Mayor

ATTEST:

Kathie Needham, City Clerk, MMC/MPCC



We Make IT Work

ACIS Computers
 1950 Suite G South Glenstone
 Springfield, MO 65804
 Phone: (417) 823-7100
 Fax: (417) 823-7101
 Sales@AcisComputers.com
 www.AcisComputers.com

Appendix A

Managed IT Services Packages
 Plan Comparison Chart

Description	Pyrite (No Agreement)	Basic Silver \$20 / PC \$65 / Server - Bare Metal \$30 / Server - VM \$10 / Device	Premium Gold \$30 / PC \$100 / Server - Bare Metal \$45 / Server - VM \$20 / Device
Hourly On Site Rate	\$115.00 Plus \$35.00 trip fee	\$85.00 Plus \$35.00 trip fee	Service Calls Included, Additional Projects and Consulting \$85.00
Emergency Response Fee	\$172.50 1 hour min. After hours & weekends, 2hr min.	\$127.50 1 hour min. After hours & weekends, 2hr min	Included After hours & weekends, \$85.00 per hour
Emergency Response Time ²	Within 24 hours	4 hours or less	2 hours or less
3 rd Party Vendor Support & Warranty Management Per Vendor	NA	\$10.00	\$15.00
Depot In house rate	\$80.00 Hourly	\$60.00 Hourly	Included
In-House Depot Response Time	7-10 days	1-2 days	24 Hours
On-site scheduling of technician	3-4 days	1-2 Days	Same day
Phone and Remote Support Sessions	\$80 per hour Billed in 1/2 hour increments.	Included	Included
24-7 Remote Monitoring <ul style="list-style-type: none"> ▪ Server stability and performance ▪ Notification of unusual events ▪ Drive Space Monitoring ▪ Microsoft Patch Management ▪ AV Software Status ▪ 3rd Party Patch management 	NOT INCLUDED	Included	
Guaranteed Response Times ²	NA	Included	Included
Monthly Executive Summary Report	NOT INCLUDED	Included	Included
Virus Definition Updates Monitoring	NOT INCLUDED	Included	Included
Monitored Asset Management	NOT INCLUDED	Included	Included



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Appendix A

Firewall / Router Management ¹	NOT INCLUDED	Included	Included
Adding and removing user accounts	NOT INCLUDED	Included	Included
Server Resource Management	NOT INCLUDED	Included	Included
Anti-Virus & Spyware Software License	NOT INCLUDED	Included	Included
Disaster recovery planning	NOT INCLUDED	NOT INCLUDED	Included
Creation of AUP (acceptable user policy)	NOT INCLUDED	NOT INCLUDED	Included
Hardware Upgrades & Replacement	NOT INCLUDED	NOT INCLUDED	Included
Annual review and planning meeting	NOT INCLUDED	NOT INCLUDED	Included
Security Auditing PCI Assistance	NOT INCLUDED	NOT INCLUDED	Included
Software upgrades ³	NOT INCLUDED	NOT INCLUDED	Included
Virus & Spyware REMOVAL and cleaning ¹	NOT INCLUDED	NOT INCLUDED	Included
Data Backup System Monitoring	NOT INCLUDED	NOT INCLUDED	Included
Cloud based off site backup ⁴	NOT INCLUDED	NOT INCLUDED	Included First 5 GB
Installation of new hardware and software ³	NOT INCLUDED	NOT INCLUDED	Included
Workstation optimization	NOT INCLUDED	NOT INCLUDED	Included
E-Mail account administration	NOT INCLUDED	NOT INCLUDED	Included

¹ Requires specific managed hardware firewall devices

² See below table for approximate response times

³ Up to 3 hour annually per contracted item does not include licenses or hardware, Labor Only

⁴ Includes 5 GB of cloud storage space for off-site backups

Service Response Times

Trouble	Priority	Response time (During Business Hours)
Service not available (all users and functions unavailable).	Critical	Within 2 hour
Significant degradation of service (large number of users or business critical functions affected)	High	Within 4 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	Medium	Within 8 hours
Small service degradation (business process can continue, only a few users affected).	Low	Within 24 hours



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Appendix A

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 www.AcisComputers.com

Customer: City of Aurora Offices Date: 8/1/2016 Package Level Chosen: Gold / Silver

Managed device pricing				
	Server-Metal	Server - VM	PC	3rd Party
Gold	\$100.00	\$45.00	\$30.00	\$15.00
Silver	\$65.00	\$30.00	\$20.00	\$10.00

Number of managed devices				
	Server	Server - VM	PC	3rd Party
	1	0	18	1

Total Monthly	
Gold	\$675.00
Silver	\$445.00

*A MMRC (minimum monthly recurring charge) of at least \$150 for the Basic Silver package and \$360.00 for the Premium Gold package

In addition to the monthly set forth above, Client agrees to pay an initial onboarding fee for the initial setup and documentation in the amount equal to one month of service \$ 445.00

Contracted 3rd Party Vendors

- #1 _ISP _____
- #2 _____
- #3 _____

Contracted Devices

- #1 _Firewall _____
- #2 _____
- #3 _____



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Appendix A

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Customer: Aurora Police Department Date: 8/1/2016 Package Level Chosen: Gold / Silver

Managed device pricing				
	Server-Metal	Server - VM	PC	3rd Party
Gold	\$100.00	\$45.00	\$30.00	\$15.00
Silver	\$65.00	\$30.00	\$20.00	\$10.00

Number of managed devices				
	Server	Server - VM	PC	3rd Party
	2	0	26	1

Total Monthly	
Gold	\$1,035.00
Silver	\$680.00

*A MMRC (minimum monthly recurring charge) of at least \$150 for the Basic Silver package and \$360.00 for the Premium Gold package

In addition to the monthly set forth above, Client agrees to pay an initial onboarding fee for the initial setup and documentation in the amount equal to one month of service \$ 680.00

Contracted 3rd Party Vendors

- #1 _ ISP _____
- #2 _____
- #3 _____

Contracted Devices

- #1 _Firewall _____
- #2 _Wireless Network /AP's _____
- #3 _____



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Appendix A

Summary of Combined Monthly Totals

Silver	\$445.00
	\$680.00
	\$1,125.00

City of Aurora Offices

Aurora Police Department

*Total Monthly Commitment **

*All pricing is based up the number of devices. These totals are based upon the quantities specified or that we gathered from the pre bid walkthrough. In addition to the monthly set forth above, Client agrees to pay an initial onboarding fee for the initial setup and documentation equal to one month of service.

Managed IT Services Agreement

The following is a Managed IT Services Agreement (hereinafter referred to as "Agreement") between *Sivarts Inc. dba ACIS Computers* (hereinafter referred to as "Service Provider") and The City of Aurora (hereinafter referred to as "Client").

1. Term of Agreement

This Agreement is effective upon October 1st 2016, shall remain in force for a period of one (1) year (hereinafter referred to as "Initial Term"), and shall be reviewed annually to address any necessary adjustments or modifications for renewal. The Agreement shall automatically renew for a subsequent one year term beginning on the day immediately following the end of the Initial Term, unless either party shall give the other party sixty (60) days prior written notice of its intent not to renew this Agreement.

a) This Agreement may be terminated by the Client upon sixty (60) days written notice if the Service Provider:

I. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

II. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

b) This Agreement may be terminated by the Service Provider upon sixty (60) days written notice to the Client.

c) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client shall pay Service Provider the actual costs of rendering such assistance at Service Provider's hourly rate as denoted in Appendix A, plus any out-of-pocket expenses incurred by Service Provider.

2. Fees and Payment Schedule

a) Client shall pay Service Provider a fee of One Thousand One Hundred Twenty Five Dollars (\$ 1,125.00) per month, invoiced to Client on a monthly basis, and will become due and payable on the first day of each month. The first month shall include an additional one-time setup fee of One Thousand One Hundred Twenty Five Dollars (\$ 1,125.00). All services provided by Service Provider shall be suspended if payment is not received within fifteen (15) days) following the first day of each month.

b) All fees are nonrefundable, and will cover service fees from the Service Provider.

c) The monthly fee is determined based upon the current count of IT-related hardware devices. If such count increases or decreases, the monthly amount invoiced will also be increased or decreased, respectively, per the table on Appendix A.

d) Should devices change it is understood that there will be maintained an MMRC (minimum monthly recurring charge) of at least \$150 for the Basic Silver package and \$360.00 for the Premium Gold package.

e) Appendix A sets forth services covered by the monthly fee under the terms of this Agreement. Any and all services provided by Service Provider that fall outside of the terms of this Agreement shall be considered separate projects, and shall be quoted and billed as separate, individual services.

3. Coverage

Remote helpdesk, vendor management, and onsite support (onsite included only if Client is receiving the Premier Gold Coverage Plan) of Client's IT networks will be provided to the Client by Service Provider between 9:00 AM and 5:00 PM, Monday through Friday (hereinafter referred to as "Normal Working Hours"), excluding public holidays. Network Monitoring Services will be provided 24/7/365. Hardware costs of any kind are not covered under the terms of this Agreement and shall be paid by Client.

a) Service performed outside Normal Working Hours shall be considered emergency service hours and may be subject to additional fees.

Managed IT Services Agreement

b) If the Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current applicable contract rates of the Service Provider.

4. Limitation of Liability

Under no circumstances shall the Service Provider or its officers, employees, subsidiaries, affiliates, agents, assigns, or third party service providers, be liable to Client or any other person, third party or entity for any damages, including without limitation, any indirect, incidental special or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by the Service Provider and/or its third party service provider, whether such liability is asserted on the basis of contract, tort or otherwise, regardless of whether the Service Provider has been warned of the possibility of such damages.

5. Additional Maintenance Services

a) Service Provider shall provide support of all hardware and systems, provided that all hardware is covered under a currently active vendor support contract; and all software be genuine, currently licensed and vendor-supported. Should any hardware or systems fail to meet these provisions, the Client understands and acknowledges that it shall be solely responsible and liable for all licensing and purchasing of software. Client shall indemnify and hold harmless Service Provider for any installation, configuration or use of software provided by Client. In the event third party vendor support charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

b) Attempted recovery from damages caused by virus infection not detected and quarantined by the latest antivirus definitions is not covered under the terms of this Agreement unless specifically noted in Appendix A.

c) From time-to-time the Service Provider may be required to engage the services of contractors for work performed as part of this Agreement.

6. Suitability of Existing Network Environment

In order for Client's existing network environment to qualify for Service Provider services, the following requirements must be met:

a) All servers with Microsoft Windows operating systems must be running Windows 2003 server or later, and have all of the latest Microsoft service packs and critical updates installed.

b) All desktop PC's and notebooks/laptops with Microsoft Windows operating systems must be running Windows XP Pro or later, and have all of the latest Microsoft service packs and critical updates installed.

c) All server and desktop software must be genuine, licensed and vendor-supported.

d) The network environment must have a currently licensed, up-to-date and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and e-mail.

e) The network environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored, and send notifications on job failures and successes.

f) The network environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.

g) All wireless data traffic in the network environment must be securely encrypted.

Costs required to bring Client's network environment up to these minimum standards are not part of this Agreement and will be billed as services are required.

7. Excluded Items/Services

This Agreement does not include:

a) Parts, equipment or software not covered by vendor/manufacture warranty or support.

Managed IT Services Agreement

- b) The cost of any parts, equipment, or shipping charges of any kind.
- c) The cost of any software, licensing, or software renewal or upgrade fees of any kind.
- d) The cost of any third party vendor or manufacturer support or incident fees of any kind.
- e) The cost to bring Client's environment up to minimum standards required for services.
- f) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- g) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
- h) Maintenance of applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix A.
- i) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix A.
- j) Travel costs to locations beyond thirty (30) miles of Springfield, MO.
- k) Applicable taxes as required by federal, state, or local government agencies.
- l) Training services of any kind.
- m) Any service on equipment, support on business software or support for vendors not specifically enumerated in Appendix A.

8. Warranties; Returns; Disclaimer

In the event Client is unsatisfied with work performed Client shall notify Service Provider in writing within five (5) business days, and the Service Provider will make all reasonable efforts to fix the problem without further charges. Service Provider's work shall be deemed accepted in full if the Service Provider is not notified in writing within five (5) business days of performance of the work. During the course of providing services, Client may purchase from the Service Provider various technology equipment, software, and other peripherals (hereinafter referred to as "Equipment"). All Equipment, except opened software and equipment specifically described as non-returnable, can be returned to the Service Provider for a period of ten (10) days for a full refund, minus any applicable shipping fees. All returned items must be in "like new" condition, and include the original packaging. **THE SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

9. Non-Solicitation of Employees

Client agrees that neither Service Provider nor Client shall will solicit or offer employment to any respective employee or sub-contractor of the other, whether directly or indirectly, during their employment or within one (1) year of termination of their employment, except with the other's prior written consent in each case.

10. Confidentiality

For purposes of this Agreement, confidential information (hereinafter referred to as "Confidential Information") shall be defined as the contents of this Agreement, information which relates to either party's research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either party. Each Party shall hold confidential and not disclose to any non-party to the Agreement any and shall not disclose to any non-party to the Agreement, any Confidential Information of the other party.

Managed IT Services Agreement

11. Severability

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Service Provider and Client.

12. Entire Agreement

This Agreement and the attachments hereto constitute the entire agreement between Client and Service Provider. This Agreement supersedes all prior understands, agreements, and documentation. Any amendments or modifications shall be in writing and executed by Client and Service Provider.

13. Miscellaneous

Nothing herein shall be construed to constitute the parties as principal and agent, employer and employee, partners or joint ventures. All controversies arising from this Agreement shall be governed by the laws of the State of Missouri and shall be adjudicated only in the state or federal courts located in Missouri.

15. Acceptance of Terms

This Agreement covers only those services and equipment listed in "Appendix A." Client acknowledges that the person signing this Agreement on its behalf is authorize to do so and may bind the Client to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of client.

16. Assignment

This Agreement may be assigned by Service Provider upon written notice to Client.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date set forth below.

For The City of Aurora

Name / Title: _____

Signature: _____

Date: _____

For Sivarts Inc. DBA ACIS Computers

Name / Title: Travis Schnelle, President

Signature: _____

Date: _____

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: REPORTS

Agenda No. X

AGENDA ITEM DESCRIPTION

REPORTS

- A. Board Liaison Reports
- B. City Attorney Report
- C. City Manager Report

NOTES:

COMMUNICATION PAGE

Date: September 27, 2016

Presented By: Mayor

Agenda Item: ADJOURNMENT

Agenda No. XI

AGENDA ITEM DESCRIPTION

ADJOURNMENT

NOTES: