COMMUNICATION PAGE

Date: December 8, 2015

Presented By: Mayor

Agenda Item: First Reading of Bill NO. 2015-3052

Agenda No. IX (D) NEW BUSINESS

AGENDA ITEM DESCRIPTION

First Reading of Bill No. 2015-3052
An Ordinance of the City of Aurora, Missouri authorizing and directing the City Manager to execute the Intergovernmental Agreement with the City of Marionville

NOTES:

BILL NO. 2015-3052 **ORDINANCE NO. 2015-3052**

AN ORDINANCE OF THE CITY OF AURORA, MISSOURI AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MARIONVILLE

WHEREAS, this agreement is entered into by and between the City of Aurora, Missouri and the City of Marionville, Missouri; and

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive, RSMo as amended empower municipalities to contract and cooperate with each other for a common service;

WHEREAS, Marionville agrees to pay the City of Aurora $7,137.90 for 911 Emergency Dispatch Services; and

WHEREAS, this agreement shall take effect on the 1st day of January 2016 and shall expire on the 31st day of December, 2016 unless terminated earlier; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA that the City Manager is hereby authorized and directed to sign the Intergovernmental Agreement for dispatching services with the City of Marionville for.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI this 22nd DAY OF DECEMBER 2015.

APPROVED:

_____

David L. Marks, Mayor

ATTEST:

_____

Kathie Needham, City Clerk, MMC/MPCC

INTERGOVERNMENTAL AGREEMENT

Between City of Aurora, Missouri and City of Marionville, Missouri

WHEREAS, the City of Aurora, Missouri and the City of Marionville, Missouri have previously entered into a Police Service Agreement wherein the City of Aurora, Missouri provides additional police service for the City of Marionville, Missouri; and

WHEREAS, the City of Aurora, Missouri has provided police dispatch services to the City of Marionville, Missouri; and

WHEREAS, the City of Marionville, Missouri wishes to continue with the police dispatch services from the City of Aurora, Missouri.

NOW THEREFORE, be it resolved, the City of Aurora, Missouri and the City of Marionville, Missouri hereby enter into this Intergovernmental Agreement as follows:

1. The City of Aurora, Missouri hereby agrees to provide 911 Emergency Dispatch services to the City of Marionville, Missouri.

2. The City of Marionville, Missouri hereby agrees to accept such 911 Emergency Dispatch services being provided by the City of Aurora, Missouri.

3. That the costs of such services shall be in the amount of $7,137.90.

4. Unless terminated as provided in Paragraph 6 or 7 in each subsequent fiscal year of this Agreement, the contract cost may be adjusted by the Parties on each annual anniversary of this contract to reflect the annual increase or decrease in the personnel and administrative costs. Cost adjustments thereafter shall occur and be in effect as of January 1. This will not prohibit Aurora and Marionville from negotiating for expanded police services during the term of this contract.

5. This Agreement shall take effect on the 1st day of January, 2016, and shall expire on the 31st day of December, 2016, unless terminated earlier.

6. This Agreement shall automatically be terminated in the event that the appropriate officer, agent, council or other body with the authority to appropriate money fails to appropriate sufficient funds to pay for the obligations imposed by this Agreement for the fiscal year in question. Failure to appropriate funds to continue this contract in any subsequent year shall not be deemed a breach by the Parties.

7. Any party may choose not to renew this Agreement by giving the other party a minimum of three (3) months written notice prior to commencement of the applicable renewal period.

IN WITNESS WHEREOF, we have hereunto set our hand this _____ day of _____, 2015.

CITY OF AURORA, MISSOURI

Attest:

By:_____ By:_____

City Clerk Mayor

IN WITNESS WHEREOF, we have hereunto set our hand this _____ day of _____, 2015.

CITY OF MARIONVILLE, MISSOURI

Attest:

By:_____ By:_____

City Clerk City Manager

COMMUNICATION PAGE

Date: December 8, 2015

Presented By: Mayor

Agenda Item: First Reading of Bill No. 2015-3053

Agenda No. IX (E) NEW BUSINESS

AGENDA ITEM DESCRIPTION

First Reading of Bill No. 2015-3053
An Ordinance of the City of Aurora, Missouri accepting and approving the request from Ken Madison for a lot split on his minor subdivision by diving one lot into two lots at the corner of Business 60 and Carnation

NOTES:

BILL NO: 2015-3053 **ORDINANCE NO: 2015-3053**

AN ORDINANCE OF THE CITY OF AURORA, MISSOURI ACCEPTING AND APPROVING THE REQUEST FROM KEN MADISON FOR A LOT SPLIT OF A MINOR SUBDIVISION BY DIVIDING ONE LOT INTO TWO LOTS AT THE CORNER OF BUSINESS 60 AND CARNATION

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 the virtue of the constitution and laws of the State of Missouri; and

WHEREAS, the Planning & Zoning Commission, voted to **deny** the plat of a minor subdivision separating one lot into two lots at the corner of Business 60 and Carnation on the 1st day of December 2015 after a public hearing was held to gain public comment.

WHEREAS, the land is currently accepted inside the corporate limits of the City of Aurora, Missouri in the County of Lawrence, State of Missouri for the aforementioned described real property, to wit:

TRACT A
All of the North 108.00' of all of lots 1 and 2 in Wakefield's Subdivision of the NE ¼ if Section 14, Township 26, Range 26 subject to all right of ways, easements and restrictions of record, Lawrence County, Missouri

TRACT B
All of Lots 1 and 2 in Wakefield's Subdivision of the NE ¼ of Section 14, Township 26, Range 26 except the North 108.00 ' thereof, subject to all right of ways, easements and restrictions of record, Lawrence County, Missouri

WHEREAS, Ken Madison, owner of the property in the City of Aurora, Missouri does hereby publish, declare, and acknowledge the plat of the minor subdivision located at the corner of Business 60 and Carnation and does hereby certify that the taxes for the year 2014 and all previous years are paid and that said land is free of all encumbrances; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI accepts and approves the lot split on the minor subdivision owned by Ken Madison located at the corner of Business 60 and Carnation in the City of Aurora, Missouri.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI, THIS 22nd DAY OF DECEMBER 2015.

APPROVED:

_____

David L. Marks, Mayor

ATTEST:

_____

Kathie Needham, City Clerk

City Of Aurora Building & Zoning Department
P&Z Application

Date of Application: Oct 21, 15

Project Title & Type — **Title as it Appears on Plans** _____

- ☐ Annexation, Zoning & Concept Plan
- ☐ Preliminary Plat
- ☐ Special Use Permit
- ☐ Rezoning & Concept Plan
- ☐ Minor Subdivision
- ☐ Final Plat
- ☐ Board of Adjustments
- ☐ Exception to Subdivision Regulations
- ☐ Zoning Code Amendment
- ☐ Vacation of Easement
- ☐ Vacation of Right of Way
- ☐ Other _____

Information

Applicant's Name: KEN MADISON

Applicant's Address: 3371 FARM ROAD, Monett MO 65708

Phone/Fax/Mobile: 417-235-4485

Relationship to Owner: _____

Project Location: CORNER OF Bus 60 / CARNATION

Existing Use: _____

Proposed Use: MHP

Existing Zoning: C-2 - MHP

Proposed Zoning: C-2

Legal Description of Property: LOTS 1 AND 2 IN WAKEFIELDS SUBDIVISION

Persons In Interest

Property Owner(s)

Name	Address	Zip	Phone/Fax/Mobile

Mortgagees NO

Optioneers

Consultants

Name	Address	Zip	Phone/Fax/Mobile

City Of Aurora Building & Zoning Department
P&Z Application

Contact Person

Identify one person to serve as the contact for the Building & Zoning Department during the review process. This will be the only person notified by the Building & Zoning Department of meeting schedules. It will be his/her responsibility to notify the other parties who may be involved in the project.

Name **Address** Phone/Fax

Owners Certification

I Certify that I am the person in interest and the information and exhibits herewith are true and correct to the best of my knowledge and that in filing this application, I am acting with the knowledge and consent of all persons in interest. Without the consent of persons in interest, the request action cannot lawfully be accomplished.

Name **Address** **Phone/Fax**

Staff Use Only

Application Accepted

Date_____ ☐ Property Owners within 185 feet of Property Notified

Time_____ ☐ Application requirements Complete

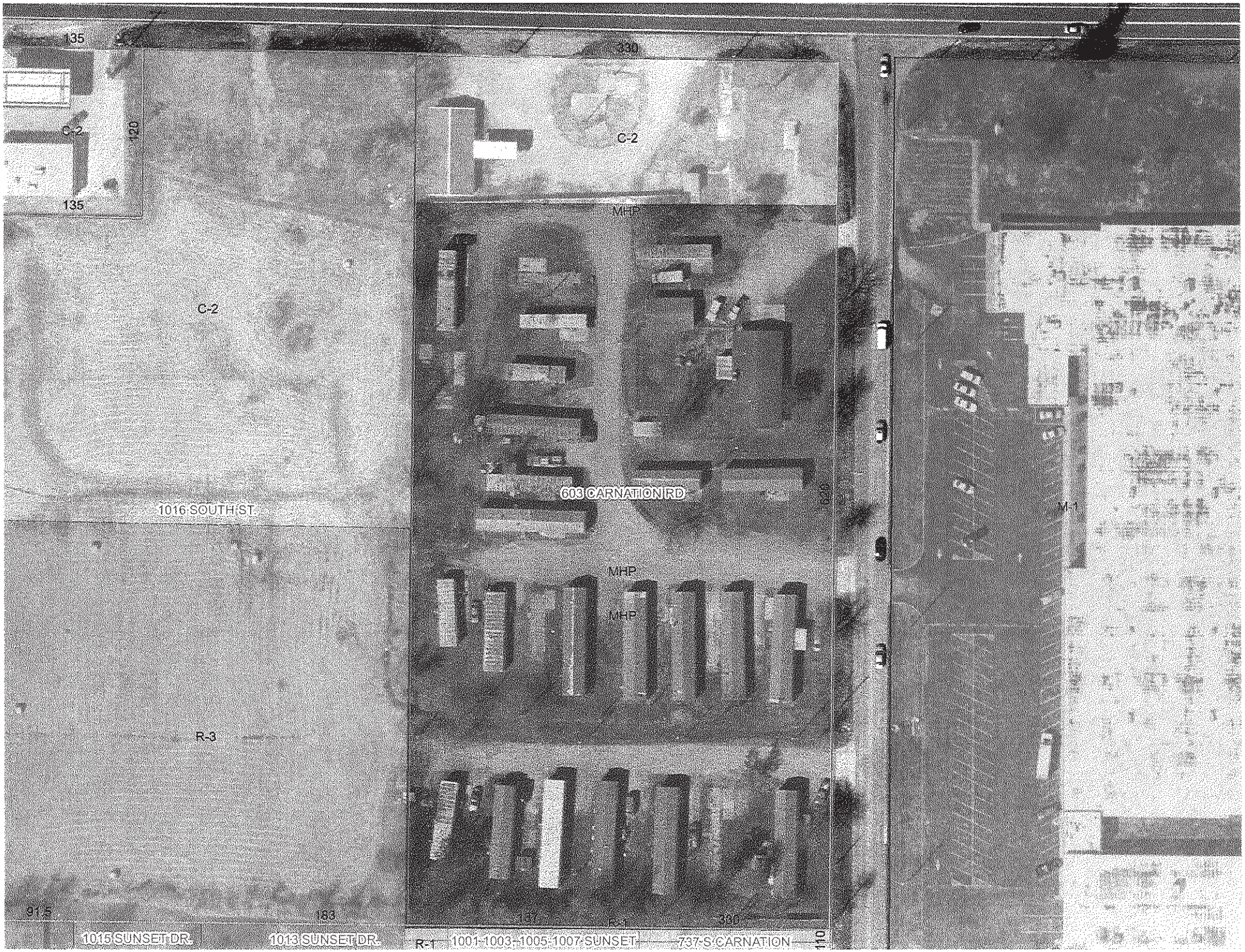
Received By_____ Fees Received_____

Pre-application conference was held with/on _____

Fees Table

Plan Review	$ 68.00 per hour
Plat Review	$150.00 plus $10.00 per lot
Minor Subdivision	$ 50.00
Rezoning Fees	$100.00 per application
Special Use Permit	$100.00 per application
Board of Adjustment	$100.00 per application

P.O. BOX 30 • AURORA, MO. • 65605
PHONE: 417-678-5121 • FAX: 417-678-6599


135
330
C-2
120
135
C-2
MHP
C-2
603 CARNATION RD
1016 SOUTH ST
M-1
MHP
MHP
R-3
91.5
183
137
R-1
380
1015 SUNSET DR
1013 SUNSET DR
R-1
1001-1003-1005-1007 SUNSET
737 S CARNATION
110

CITY OF AURORA

October 22, 2015

NOTICE OF PUBLIC HEARING

NOTICE is hereby given to all citizens and parties in interest that the Aurora Planning and Zoning Commission will conduct a PUBLIC HEARING at 6:30 p.m., Tuesday, December 1, 2015 in the City Council Chambers at Aurora City Hall, 2 West Pleasant, Aurora, Missouri 65605.

This letter is to inform you that a public hearing has been called by the Planning and Zoning Commission to consider a request from Ken Madison, to do a lot split on a minor subdivision more particularly described herein as follows:

CARNATION DR.,603; LTS 1 & 2 WAKEFIELD SUB DIVISION – AURORA LOCATED ON THE SOUTHWEST CORNER OF W. SOUTH ST AND CARNATION AVE. INTERSECTION

Petitioner: Ken Madison

All persons wishing to speak either for or against this rezoning should attend the meeting.

CITY OF AURORA

October 22, 2015

To Whom It May Concern:

This letter is to inform you that a public hearing has been called by the Planning and Zoning Commission to consider a request from Ken Madison to do a lot split on a minor subdivision more particularly described herein as follows:

CARNATION DR.,603; LTS 1 & 2 WAKEFIELD SUB DIVISION – AURORA
LOCATED ON THE SOUTHWEST CORNER OF W. SOUTH ST AND CARNATION AVE. INTERSECTION

Petitioner: Ken Madison

As a property owner within 185 feet (exclusive of streets and alleys) of these properties, you are hereby notified of this Public Hearing. If you wish to have any input into this hearing, either for or against the request, you may do so at this hearing. If you cannot attend the hearing but want to voice an opinion, you can send a letter to the Planning and Zoning Commission at the Aurora City Hall.

The Public Hearing will be held on the third floor, Council Chambers at City Hall on, Tuesday, August 4th, 2015 at 6:30 p.m.

If you have any questions concerning this request, please contact me at 417-678-5121 ext 31.

Thank You,

Trent White
Building Inspector

PO BOX 30 • AURORA, MO • 65605
PHONE: 417-678-5121 • FAX: 417-678-6599

Ken Madison

Property Owner	Address	City	State	Zip
Casey's Marketing Co. #1324	P.O. Box 3001	Ankeny	Ia.	50021
Dennis & Gloria Harmon	18889 Hwy. 39	Aurora	Mo.	65605
TT Group Inc.	P.O. Box 331	Aurora	Mo.	65605
Catherine Huellhorst Trust	516 S. Carnation Ave.	Aurora	Mo.	65605
Sharon Sumners Trust	515 S. Carnation Ave.	Aurora	Mo.	65605
Philip & Rhonda Montgomery	511 S. Carnation Ave.	Aurora	Mo.	65605

AURORA PLANNING AND ZONING COMMISSION
MINUTES

REGULAR SESSION
AURORA CITY HALL, COUNCIL CHAMBERS
Tuesday, December 1, 2015 at 6:30 PM

I. Call to order

Roll Call:	Chairperson:	Regina Payne (2019)
	Vice Chairperson:	Rita Engeldinger (2017)
	Commission Member:	Darold Farless (2017)
	Commission Member:	Rick Boyer (2016)
	Commission Member:	Leslie Horner (2017)
	Commission Member:	Doris Colwell (2016)
	Commission Member:	Eddie Breeding (2018)
	Secretary:	Kathie Needham

All members were present except Commissioner Breeding and Horner.

II. Approval of Minutes

Approval of minutes from meeting held on September 1, 2015 at 6:30 p.m.
There were not enough members that had attended the meeting in attendance to approve the minutes. The minutes will be put back on the next agenda for approval.

Approval of minutes from meeting held on November 3, 2015 at 6:30 p.m.
Commissioner Farless moved to approve the minutes from the meeting held on November 3, 2015 at 6:30 p.m. Vice Chairman Engeldinger seconded the motion. Motion passed with the following commissioners voting aye:
AYES: Payne, Engeldinger, Farless, Boyer
NAYES: 0
ABSTAIN: Colwell (not in attendance)

III. Old Business

IV. New Business

A. Public Hearing - Consider request from Ken Madison to do a lot split on a minor subdivision located at 603 Carnation

Commissioner Boyer moved to open the public hearing at 6:34 p.m. Commissioner Colwell seconded the motion. Motion passed by a roll call vote with the following commissioners voting aye:
AYES: Boyer, Payne, Engeldinger, Farless, Colwell
NAYES: 0

City Manager Randall stated that usually when a subdivision plan is submitted it goes to Planning and Zoning for approval and then on the city council for final approval. Because it is a requirement that plans be engineered before they are brought to planning and zoning they show appropriate drainage elevations which is an appropriate plan for the layout of an attractive community.

Generally cities do not recommend splitting lots. Changes are never made unless they are in harmony with a written plan or in our case the Comprehensive Plan. The only stated reasoning for this split is so Ken Madison can sell off the trailer park on the other half of his property.

This plan was originally platted in 2003 however it was never brought before Planning and Zoning for approval nor was it recorded. Therefore he is playing catch up by making the request for the lot split at this time.

No public comment was given.

Commissioner Boyer moved to close the public hearing at 6:41 p.m. Chairman Payne seconded the motion. Motion passed by a roll call vote with the following commissioners voting aye:
AYES: Farless, Boyer, Engeldinger, Colwell, Payne
NAYES: 0

B. Make recommendation to city council on Ken Madison minor subdivision.
Commissioners expressed concern over the elevation levels on the property. They felt it would cause drainage problems.

Commissioner Boyer moved to recommend to city council to deny the request from Ken Madison on the lot split he requested on his minor subdivision. Commissioner Engeldinger seconded the motion. Motion passed with the following Commissioners voting aye:
AYES: Boyer, Engeldinger, Colwell, Payne
NAYES: Farless

C. Public Hearing- Consider request from Thomas Guess to rezone his property from "R-1" (Single Family Residential) to "M-1" (Light Industry)
Commissioner Boyer moved to open the public hearing at 6:45 p.m. Vice Chairman Engeldinger seconded the motion. Motion passed by a roll call vote with the following commissioners voting aye:
AYES: Colwell, Farless, Payne, Engeldinger, Boyer
NAYES: 0

City Manager Randall stated this was a follow up to the Sanderson property that was recently rezoned south of this property. The new owners of the property are hoping to increase the value of their property by requesting this zoning change.

Rita Lauffer, owner of the property to the other side stated concern over this property being zoned industrial and bringing industry next to their farm and her daycare. City Manager Randall explained that if the property was rezoned and then sold the house would remain usuable as a home unless the use of the property was changed. If the use was changed then the grandfathering for using the house as a home would be gone. Another house would be able to be built on the property.

City Manager Randall explained that it was generally not appropriate to make a change unless it was in harmony with a written plan. Presently there is no written plan in place to state the preference for land usage around the property except that most of the property around this property is zoned industrial except for the Lauffer's property.

Rita Lauffer explained there was an industrial park in the city; why not use that for industry instead of next door. City Manager Randall stated that there was less than 10 acres left in the industrial park. The city needs to add additional land to the industrial park for future expansion. That could mean your property just increased in value. For that same reason the new owners of the property have requested to rezone their property.

Vickie Stin another property owner stated she owned the property back to the railroad tracks on the other side of Luggage Works. The property in between is city property. She felt that would lower her property value.

Rita Lauffer thought the request should not be granted unless the owners specifically state the exact reason they want to rezone. She would like to see it taken back to Agriculture. It was explained that the process does not go backwards. She felt that zoning in particular areas should stay the same. City Manager Randall stated that is the importance of a future land use map to help guide the commission in making these types of decisions. The current plan did not anticipate growth in that direction.

Commissioner Boyer moved to close the public hearing at 7:15 p.m. Commissioner Colwell seconded the motion.

D. Make recommendation to city council on Thomas Guess rezone
Commissioner Colwell moved to recommend to city council to deny the request from Thomas Guess to rezone his property from "R-1" to "M-1". Commissioner Boyer seconded the motion. Motion passed with the following council members voting aye:
AYES: Boyer, Colwell, Farless, Payne

NAYES: Engeldinger

E. Discussion/Vote on Comprehensive Plan Review

City Manager Randall stated this was a good exercise tonight in working with the next section of the comprehensive plan. It shows the importance of a written plan for the future. He asked the board to review the next segment on land use that he issued out and to bring recommendations back to the next meeting on their thoughts. This will be kept on future agendas for discussion.

V. Public Comment/Discussion

None

VI. Department Report

A draft of the home occupation ordinance was handed out to the commission for their review which was drafted from previous discussions. The commission was asked to review it and bring back recommendations.

VII. Adjournment

Commissioner Boyer moved to adjourn the meeting at 7:30 p.m. Commissioner Colwell Seconded the motion. All commissioners voted aye.

APPROVED:

_____

Regina Payne, Chairman

ATTEST:

_____

Kathie Needham, City Clerk, MMC/MPCC

MINOR SUBDIVISION

LOTS 1 AND 2 IN WAKEFIELD'S SUBDIVISION OF THE NE 1/4
OF SECTION 14, TOWNSHIP 26, RANGE 26, AURORA, MISSOURI

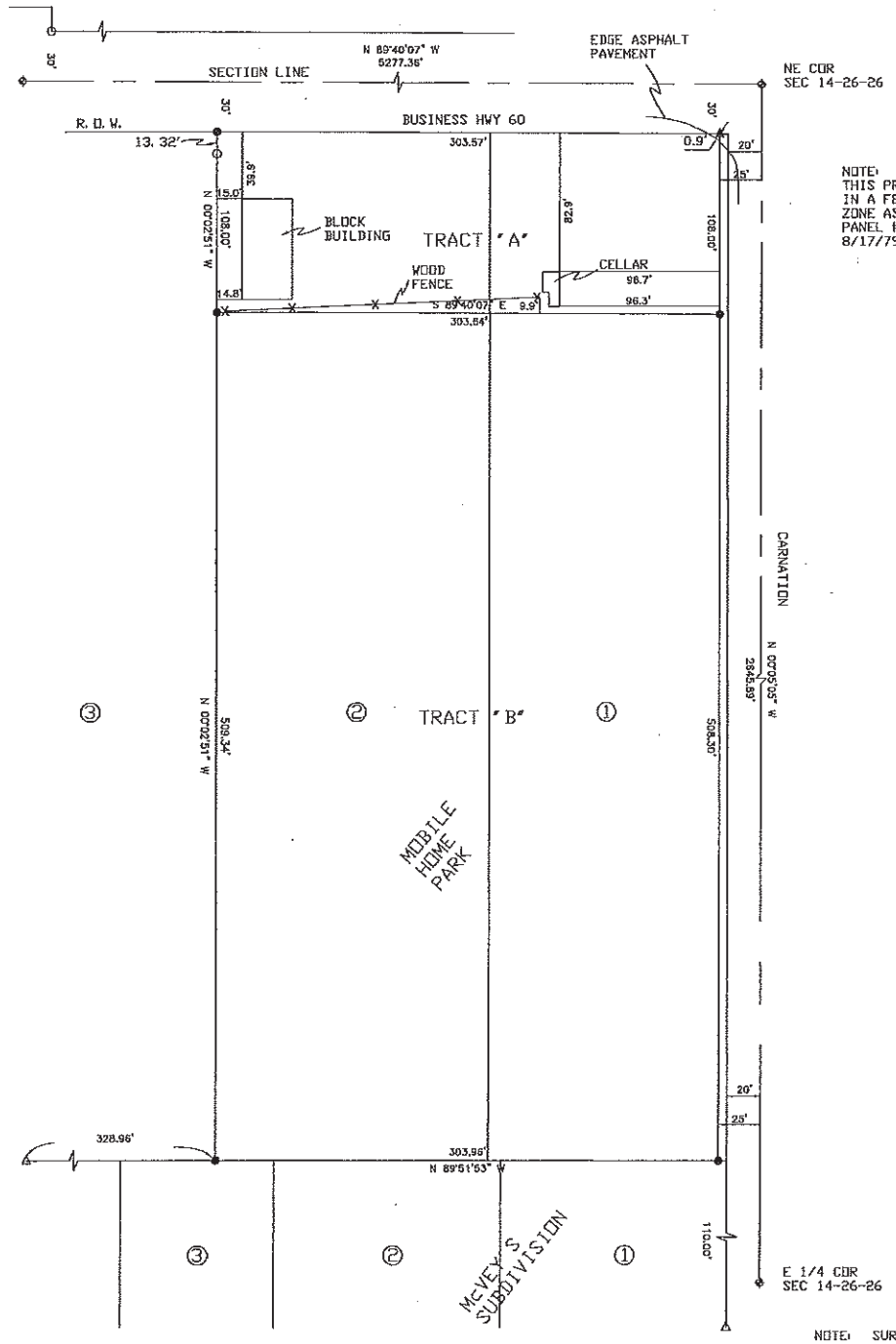
DESCRIPTIONS:

TRACT 'A':

ALL OF THE NORTH 108.00' OF ALL OF LOTS 1 AND 2 IN WAKEFIELD'S SUBDIVISION OF THE NE 1/4 OF SECTION 14, TOWNSHIP 26, RANGE 26 SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, LAWRENCE COUNTY, MISSOURI.

TRACT 'B':

ALL OF LOTS 1 AND 2 IN WAKEFIELD'S SUBDIVISION OF THE NE 1/4 OF SECTION 14, TOWNSHIP 26, RANGE 26 EXCEPT THE NORTH 108.00' THEREOF, SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS AND RESTRICTIONS OF RECORD, LAWRENCE COUNTY, MISSOURI.



NOTE:
THIS PROPERTY DOES NOT FALL IN A FEMA IDENTIFIED FLOOD ZONE AS SHOWN ON COMMUNITY PANEL #290199 0003 DATED 8/17/79

CLASS OF PROPERTY:
URBAN

BEARINGS:
ASSUMED N 0°05'05" W ON EAST LINE NE 1/4 SECTION 14-26-26

OWNERS CERTIFICATE:

STATE OF MISSOURI
COUNTY OF LAWRENCE

I THE UNDERSIGNED CAUSED THE LAND SHOWN HEREON TO BE SURVEYED AND DIVIDED AS SHOWN, SAID DIVISION AN ADDITION TO THE CITY OF AURORA. WE HEREBY PUBLISH, DECLARE AND ACKNOWLEDGE THE PLAT THEREOF WITH LOTS.

_____
LORI MADISON (PRES.)
K-MADD INC.

ACKNOWLEDGEMENT

STATE OF MISSOURI
COUNTY OF LAWRENCE

ON THIS_____DAY OF_____ 2003, BEFORE ME A NOTARY PUBLIC IN AFORESAID COUNTY, PERSONALLY APPEARED LORI MADISON TO ME KNOWN, AND WHO BEING BY ME DULY SWORN, DID SAY THAT THEY ARE K-MADD INC. AND ACKNOWLEDGED SAID INSTRUMENT TO BE THEIR FREE ACT AND DEED. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN_____, AND IN SAID COUNTY AND STATE THE DAY AND YEAR FIRST WRITTEN.

WITNESS BY HAND AND OFFICIAL SEAL:_____

MY COMMISSION EXPIRES:_____

PLANNING AND ZONING COMMISSION CERTIFICATE

I, _____, PLANNING AND ZONING COMMISSION CHAIRMAN OF THE CITY OF AURORA, MISSOURI, CERTIFY THAT THE MINOR SUBDIVISION OF LOTS 1 AND 2 WAKEFIELD'S SUBDIVISION PLAT ON THE PAPER ON WHICH THIS CERTIFICATE IS INSCRIBED WAS EXAMINED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF SAID CITY ON _____, 2003.

_____
COMMISSION CHAIRMAN

CITY CLERK'S CERTIFICATION

WE, _____, MAYOR OF THE CITY OF AURORA, MISSOURI, AND_____, CITY CLERK OF THE CITY OF AURORA, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS DULY ADOPTED AS A MINOR SUBDIVISION OF LOTS 1 AND 2 WAKEFIELD'S SUBDIVISION TO THE CITY OF AURORA, MISSOURI, BY AN ORDINANCE DULY PASSED BY THE CITY OF AURORA, MISSOURI, ON THE ___ DAY OF _____, 2003 AND WE HEREBY ENDORSE THE SAME AS PROVIDED BY SAID ORDINANCE NUMBERED _____.

_____ MAYOR

_____ CITY CLERK

NOTE: SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

0' 50' 100' 150'

LEGEND

These standard symbols will be found in the drawing.

- ● SET 1/2" X 18" REBAR
- ◆ EXIST. MONUMENT
- ○ EXISTING BAR
- ▲ SET P. K. NAIL
- △ EXIST. PIPE

CERTIFICATE OF SURVEYOR

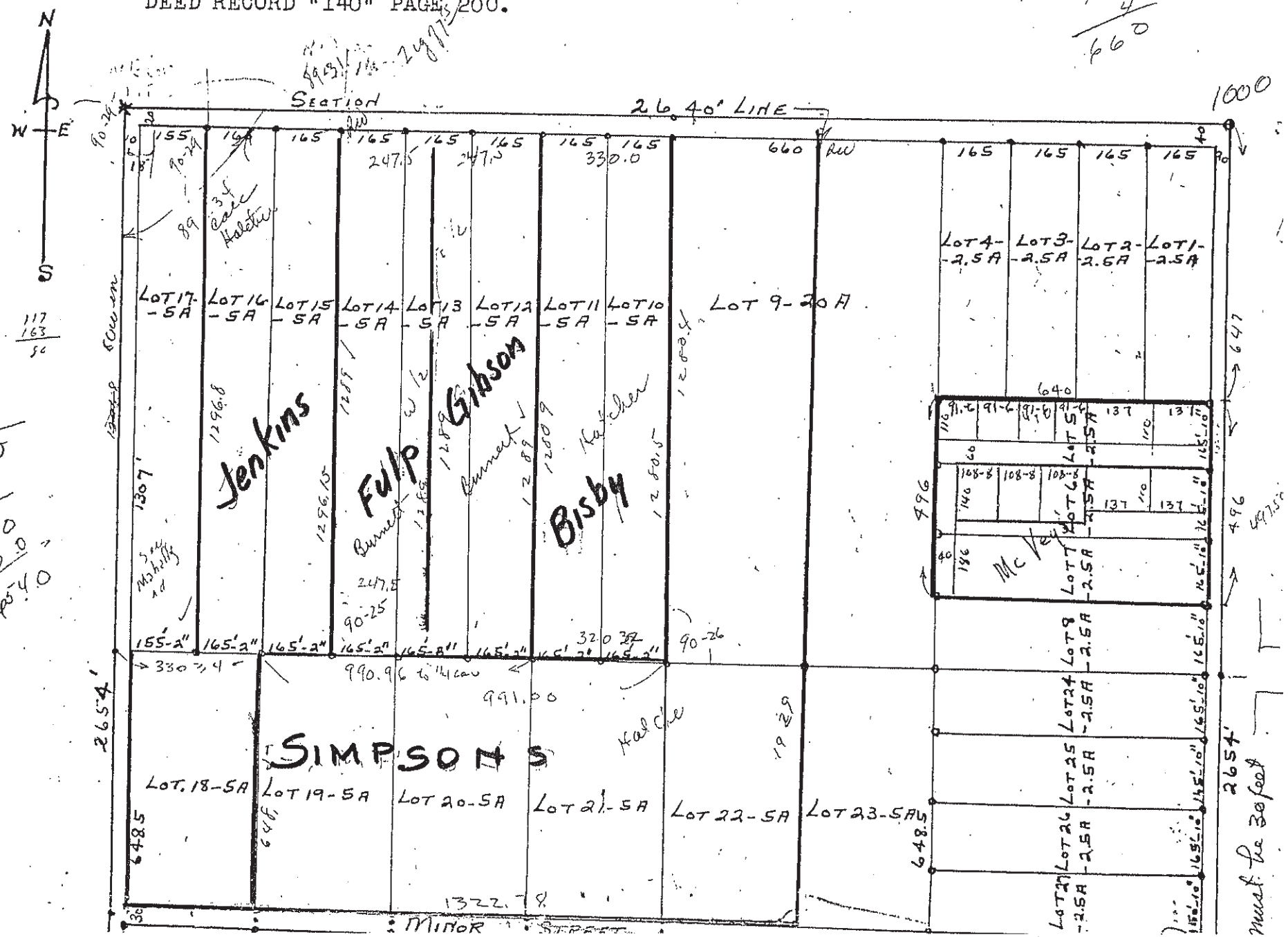
I HEREBY CERTIFY THAT THE SURVEY WAS EXECUTED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI STATE BOARD AND MISSOURI DNR, DIVISION OF GEOLOGY AND LAND SURVEY.

MICHAEL V. HUNT
MO PLS #1568

MJ SURVEY L.L.C.		
RT 2 BOX 31 LOCKWOOD MO 65682		PH/FAX 417 232-4342
DRAWN bh	DATE 10/20/03	Ken Madison Monett, Mo
APPROVED mh	DATE 10/20/03	
SCALE 1" = 50'	SHEET 1 of 1	PROJECT NO. MJ 03084

WAKEFIELD'S SUBDIVISION of N.E.1/4 OF SECTION 14- TOWNSHIP 26- RANGE 26.

THE FOLLOWING IS COPIED FROM
DEED RECORD "140" PAGE 200.



COMMUNICATION PAGE

Date: December 8, 2015

Presented By: Mayor

Agenda Item: First Reading of Bill No. 2015-3054

Agenda No. IX (F) NEW BUSINESS

AGENDA ITEM DESCRIPTION

First Reading of Bill No. 2015-3054
An Ordinance of the City of Aurora, Missouri accepting and approving the rezoning of property located at 1101 Lovers Lane from "R-1" (Single Family Residential) to "M-1" (Light Industry)

NOTES:

BILL NO. 2015-3054 **ORDINANCE NO. 2015-3054**

AN ORDINANCE OF THE CITY OF AURORA, MISSOURI ACCEPTING AND APPROVING THE REZONING OF PROPERTY LOCATED AT 1101 LOVERS LANE FROM "R-1 (RESIDENTIAL) TO "M-1" (LIGHT INDUSTRY)

WHEREAS, the City of Aurora, Missouri 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, Thomas Guess submitted a request to the Planning and Zoning Commission to rezone his property located at 1101 Lovers Lane from "R-1 (Residential) to a "M-1" (Light Industry); and

WHEREAS, the Planning and Zoning Commission of the City of Aurora held a public hearing on December 1, 2015 at 6:30 p.m. to discuss the submitted request, and to gather public comments for zoning reclassification; and

WHEREAS, the Planning and Zoning Commission recommended to city council to **deny** the reclassification of said property from a "R-1" (Residential) to a "M-1" (Light Industry) usage by a 4-1 vote; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI that the submitted request for the rezoning classification of the land described as being located as follows:

LOVERS.,LN.,1101; BEG NE COR OF SE SW, THEN S268' W665' N268' E665' TO BEG L & L – AURORA

be rezoned from a "R-1" (Residential) to a "M-1" (Light Industry) and that the official zoning map of the City of Aurora be amended to show the same.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI ON THIS 22nd DAY OF DECEMBER 2015.

Read for the first time on December 8, 2015
Read for the second time on December 22, 2015

APPROVED:

_____
David L. Marks, Mayor

ATTEST:

_____
Kathie Needham, City Clerk

City Of Aurora Planning & Zoning Department
Application

Date of Application Oct 8, 2015

Project Title & Type **Title as it Appears on Plans** _____

- ☐ Annexation, Zoning & Concept Plan
- ☐ Preliminary Plat
- ☐ Special Use Permit
- ☑ Rezoning & Concept Plan
- ☐ Minor Subdivision
- ☐ Final Plat
- ☐ Board of Adjustments or Building Board of Appeals
- ☐ Exception to Subdivision Regulations
- ☐ Zoning Code Amendment
- ☐ Vacation of Easement
- ☐ Vacation of Right of Way
- ☐ Other _____

Information

Applicant's Name Ashley Wallace Thomas Guess

Applicant's Address 1101 Lovers Lane Aurora

Phone/Fax/Mobile (417) 229-2596

Relationship to Owner _____

Project Location 1101 Lovers Lane

Existing Use Residential

Proposed Use Residential

Existing Zoning R1

Proposed Zoning M1

Description of Project: We are looking to sell the property. This will increase property value.

Persons In Interest

Property Owner(s)

Name	Address	Zip	Phone/Fax/Mobile
Ashley Wallace	1101 lovers lane	65605	(417) 229-2596
Thomas Guess	1101 lovers lane	65605	(417) 522-3602

Mortgagees/Consultants

Stonegate mortgage Corp.

Contact Person

Identify one person to serve as the contact for the Planning & Zoning Department during the review process. This will be the only person notified by the Planning& Zoning Department of meeting schedules. It will be his/her responsibility to notify the other parties who may be involved in the project.

Name	Address	Phone/Fax
Ashley Wallace	1101 lovers lane	(417) 229-2596

City Of Aurora Planning & Zoning Department
Application

Owners Certification

I Certify that I am the person in interest and the information and exhibits herewith are true and correct to the best of my knowledge and that in filing this application, I am acting with the knowledge and consent of all persons in interest. Without the consent of persons in interest, the request action cannot lawfully be accomplished.

Name	Address	Phone/Fax
Ashley Wallace	1161 Iovers lane	(417) 229-2596

Staff Use Only

Application Accepted

Date Oct 8 2015

Time 2:50 pm

Received By [illegible]

☑ Property Owners within 185 feet of Property Notified

☑ Application requirements Complete

Fees Received $100.00

Pre-application conference was held with/on _____

Fees Table

Plan Review	$ 68.00 per hour
Plat Review	$150.00 plus $10.00 per lot
Minor Subdivision	$ 50.00
Rezoning Fees	$100.00 per application
Special Use Permit	$100.00 per application
Board of Adjustment	$100.00 per application
Building Board of Appeals	$100.00 per appeal

AURORA PLANNING AND ZONING COMMISSION
MINUTES

REGULAR SESSION
AURORA CITY HALL, COUNCIL CHAMBERS
Tuesday, December 1, 2015 at 6:30 PM

I. Call to order

Roll Call:	Chairperson:	Regina Payne (2019)
	Vice Chairperson:	Rita Engeldinger (2017)
	Commission Member:	Darold Farless (2017)
	Commission Member:	Rick Boyer (2016)
	Commission Member:	Leslie Horner (2017)
	Commission Member:	Doris Colwell (2016)
	Commission Member:	Eddie Breeding (2018)
	Secretary:	Kathie Needham

All members were present except Commissioner Breeding and Horner.

II. Approval of Minutes

Approval of minutes from meeting held on September 1, 2015 at 6:30 p.m.
There were not enough members that had attended the meeting in attendance to approve the minutes. The minutes will be put back on the next agenda for approval.

Approval of minutes from meeting held on November 3, 2015 at 6:30 p.m.
Commissioner Farless moved to approve the minutes from the meeting held on November 3, 2015 at 6:30 p.m. Vice Chairman Engeldinger seconded the motion. Motion passed with the following commissioners voting aye:
AYES: Payne, Engeldinger, Farless, Boyer
NAYES: 0
ABSTAIN: Colwell (not in attendance)

III. Old Business

IV. New Business

A. Public Hearing - Consider request from Ken Madison to do a lot split on a minor subdivision located at 603 Carnation

Commissioner Boyer moved to open the public hearing at 6:34 p.m. Commissioner Colwell seconded the motion. Motion passed by a roll call vote with the following commissioners voting aye:
AYES: Boyer, Payne, Engeldinger, Farless, Colwell
NAYES: 0

City Manager Randall stated that usually when a subdivision plan is submitted it goes to Planning and Zoning for approval and then on the city council for final approval. Because it is a requirement that plans be engineered before they are brought to planning and zoning they show appropriate drainage elevations which is an appropriate plan for the layout of an attractive community.

Generally cities do not recommend splitting lots. Changes are never made unless they are in harmony with a written plan or in our case the Comprehensive Plan. The only stated reasoning for this split is so Ken Madison can sell off the trailer park on the other half of his property.

This plan was originally platted in 2003 however it was never brought before Planning and Zoning for approval nor was it recorded. Therefore he is playing catch up by making the request for the lot split at this time.

No public comment was given.

Commissioner Boyer moved to close the public hearing at 6:41 p.m. Chairman Payne seconded the motion. Motion passed by a roll call vote with the following commissioners voting aye:
AYES: Farless, Boyer, Engeldinger, Colwell, Payne
NAYES: 0

B. Make recommendation to city council on Ken Madison minor subdivision.
Commissioners expressed concern over the elevation levels on the property. They felt it would cause drainage problems.

Commissioner Boyer moved to recommend to city council to deny the request from Ken Madison on the lot split he requested on his minor subdivision. Commissioner Engeldinger seconded the motion. Motion passed with the following Commissioners voting aye:
AYES: Boyer, Engeldinger, Colwell, Payne
NAYES: Farless

C. Public Hearing- Consider request from Thomas Guess to rezone his property from "R-1" (Single Family Residential) to "M-1" (Light Industry)
Commissioner Boyer moved to open the public hearing at 6:45 p.m. Vice Chairman Engeldinger seconded the motion. Motion passed by a roll call vote with the following commissioners voting aye:
AYES: Colwell, Farless, Payne, Engeldinger, Boyer
NAYES: 0

City Manager Randall stated this was a follow up to the Sanderson property that was recently rezoned south of this property. The new owners of the property are hoping to increase the value of their property by requesting this zoning change.

Rita Lauffer, owner of the property to the other side stated concern over this property being zoned industrial and bringing industry next to their farm and her daycare. City Manager Randall explained that if the property was rezoned and then sold the house would remain usuable as a home unless the use of the property was changed. If the use was changed then the grandfathering for using the house as a home would be gone. Another house would be able to be built on the property.

City Manager Randall explained that it was generally not appropriate to make a change unless it was in harmony with a written plan. Presently there is no written plan in place to state the preference for land usage around the property except that most of the property around this property is zoned industrial except for the Lauffer's property.

Rita Lauffer explained there was an industrial park in the city; why not use that for industry instead of next door. City Manager Randall stated that there was less than 10 acres left in the industrial park. The city needs to add additional land to the industrial park for future expansion. That could mean your property just increased in value. For that same reason the new owners of the property have requested to rezone their property.

Vickie Stin another property owner stated she owned the property back to the railroad tracks on the other side of Luggage Works. The property in between is city property. She felt that would lower her property value.

Rita Lauffer thought the request should not be granted unless the owners specifically state the exact reason they want to rezone. She would like to see it taken back to Agriculture. It was explained that the process does not go backwards. She felt that zoning in particular areas should stay the same. City Manager Randall stated that is the importance of a future land use map to help guide the commission in making these types of decisions. The current plan did not anticipate growth in that direction.

Commissioner Boyer moved to close the public hearing at 7:15 p.m. Commissioner Colwell seconded the motion.

D. Make recommendation to city council on Thomas Guess rezone
Commissioner Colwell moved to recommend to city council to deny the request from Thomas Guess to rezone his property from "R-1" to "M-1". Commissioner Boyer seconded the motion. Motion passed with the following council members voting aye:
AYES: Boyer, Colwell, Farless, Payne

NAYES: Engeldinger

E. Discussion/Vote on Comprehensive Plan Review

City Manager Randall stated this was a good exercise tonight in working with the next section of the comprehensive plan. It shows the importance of a written plan for the future. He asked the board to review the next segment on land use that he issued out and to bring recommendations back to the next meeting on their thoughts. This will be kept on future agendas for discussion.

V. Public Comment/Discussion

None

VI. Department Report

A draft of the home occupation ordinance was handed out to the commission for their review which was drafted from previous discussions. The commission was asked to review it and bring back recommendations.

VII. Adjournment

Commissioner Boyer moved to adjourn the meeting at 7:30 p.m. Commissioner Colwell Seconded the motion. All commissioners voted aye.

APPROVED:

_____

Regina Payne, Chairman

ATTEST:

_____

Kathie Needham, City Clerk, MMC/MPCC

19655 LAWRENCE 1185
R-1
R-2
M-1
565 N. HIGH ST.
551 W. HIGH
415
140
R-2
409 SUMMIT ST
405 B-A SUMMIT ST
407 B-A SUMMIT ST
403 B-A SUMMIT ST
R-2
409 W CLINE
405 CLINE
401 W CLINE
R-1
407 W CLINE
140
402 W CLINE
74.72 113
72.5
50
R-1
100
200
904 LOVERS LANE
113
327 W HAWTHORNE
329 W HAWTHORNE
902 LOVERS LANE
100
150
200
113
100
83.25
330 W HAWTHORNE
R-1
320 HAWTHORNE

CITY OF AURORA

October, 2015

NOTICE OF PUBLIC HEARING

NOTICE is hereby given to all citizens and parties in interest that the Aurora Planning and Zoning Commission will conduct a PUBLIC HEARING at 6:30 p.m., Tuesday, December 1st, 2015 in the City Council Chambers at Aurora City Hall, 2 West Pleasant, Aurora, Missouri 65605.

This letter is to inform you that a public hearing has been called by the Planning and Zoning Commission to consider a request from Thomas Guess, to rezone his property located at 1101 Lovers Lane from "R-1" (Single Family Residential) to "M-1" (Light Industry), more particularly described herein as follows:

LOVERS.,LN.,1101; BEG NE COR OF SE SW, THEN S268' W665' N268' E665' TO BEG L & L – AURORA

LOCATED -- 1101 LOVERS LANE

Petitioner: Thomas Guess

All persons wishing to speak either for or against this rezoning should attend the meeting.

CITY OF AURORA

October 22, 2015

To Whom It May Concern:

This letter is to inform you that a public hearing has been called by the Planning and Zoning Commission to consider a request from Thomas Guess to rezone his property located at 1101 Lovers Lane from "R-1" (Single Family Residential) to "M-1" (Light Industry) more particularly described herein as follows:

LOVERS.,LN.,1101; BEG NE COR OF SE SW, THEN S268' W665' N268' E665' TO BEG L & L – AURORA

Petitioner: Thomas Guess

As a property owner within 185 feet (exclusive of streets and alleys) of these properties, you are hereby notified of this Public Hearing. If you wish to have any input into this hearing, either for or against the request, you may do so at this hearing. If you cannot attend the hearing but want to voice an opinion, you can send a letter to the Planning and Zoning Commission at the Aurora City Hall.

The Public Hearing will be held on the third floor, Council Chambers at City Hall on, Tuesday, August 4th, 2015 at 6:30 p.m.

If you have any questions concerning this request, please contact me at 417-678-5121 ext 31.

Thank You,

Trent White
Building Inspector

PO BOX 30 • AURORA, MO • 65605
PHONE: 417-678-5121 • FAX: 417-678-6599

Thomas Guess

NAME	PROPERTY ADDRESS	CITY	ST	ZIP CODE
RITA LAUFFER	P.O. BOX 147	AURORA	MO	65605
FNC LLC	2112 W. VISTA	SPRINGFIELD	MO	65804
TRIPLE S PROPERTIES	3800 S. FREMONT AVE.	SPRINGFIELD	MO	65804
SHARON GREEN	407 W. CLINE ST.	AURORA	MO	65605
BARRY SANDERSON	919 LOVERS LN.	AURORA	MO	65605
CR PROPERTIES 2015 LLC	333 WESTCHESTER AVE. S. BLDG STE S206	WHITE PLAINS	NY	10604

COMMUNICATION PAGE

Date: December 8, 2015

Presented By: Mayor

Agenda Item: Resolution No. 2015-1439

Agenda No. IX (G) NEW BUSINESS

AGENDA ITEM DESCRIPTION

Resolution No. 2015-1439
A Resolution of the City of Aurora, Missouri awarding a contract for demolition to MDP Contracting

NOTES:

RESOLUTION NO. 2015-1439

A RESOLUTION OF THE CITY OF AURORA, MISSOURI AWARDING A CONTRACT FOR DEMOLITION TO MDP CONTRACTING

WHEREAS, the Building Board of Appeals recommended demolition on six (6) unsafe and hazardous structures; and

WHEREAS, bids were let for the demolition of the six (6) properties with bids being due on December 2nd, 2015; and

WHEREAS, bids were received from MDP Contracting ($29,750), Neo Roll Off ($34,550), Young/Kerans ($49,860.60), Hillhouse Services ($40,380) and Singer Construction ($68,985); and

WHEREAS, information could not be obtained prior to the bid opening for asbestos removal therefore bids do not include asbestos removal; and

WHEREAS, asbestos removal will be awarded as a professional service; and

WHEREAS, upon review of the bids staff is recommending MDP Contracting be awarded the contract for demolition of the homes in the amount of $29,750.00; and; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI:

Section 1. The City Council authorizes MDP Contracting to demolish the stated structures for a contracted price of $29,750.00.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 8TH DAY OF DECEMBER 2015.

APPROVED:

_____

Larry Marks, Mayor

ATTEST:

_____

Kathie Needham, City Clerk, MMC/MPCC

Demolition Bids	MDP Contracting	Neo Roll Off	Young/Kerans	Hillhouse	Singer
15 E Cofield	3,250	4,750	5,499.80	5,530	10,215
21 E Cofield	4,700	5,000	5,799.80	6,280	9,385
135 W College	7,500	7,400	14,896.00	9,430	12,215
546 E Rinker	5,400	5,000	5,799.00	6,080	10,640
431 N Harrison	5,100	7,400	7,850.00	6,430	16,095
148 W Myrtle	3,800	5,000	10,016.00	6,630	10,435
Total	29,750	34,550	49,860.60	40,380	68,985

Asbestos Removal/Disposal				
216 N. Morgan				
132 W. Cofield				
226 Mc Natt				
307 E. Cofield				
312 E. Cofield				
821 S. Oak				

Bid Tabulation for the demolition of six homes. Bids were opened on December 2nd at 10:00 a.m.

ATTEST:

Kathie Needham
City Clerk

City of Aurora
Bid Form

The City Reserves the right to split the bid and/or change the quantities of homes on the list

A.	Demolition Bid	Total Cost
1.	15 E Cofield	$3250.00
2.	21 E Cofield	$4700.00
3.	135 W College	$7500.00
4.	546 E Rinker Ave	$5400.00
5.	431 N Harrison	$5100.00
6.	148 W Myrtle	$3800.00
	Total	$29,750

B.	Asbestos Removal/Asbestos Disposal Bid	Total Cost
1.	15 E Cofield	NONE INCLUDED
2.	21 E Cofield	NONE INCLUDED
3.	135 W College	NONE INCLUDED
4.	546 E Rinker Ave	NONE INCLUDED
5.	431 N Harrison	NONE INCLUDED
6.	148 W Myrtle	NONE INCLUDED
	Total	NONE INCLUDED

	Total Project Cost (A, B)	Total Cost
1.	15 E Cofield	$3,250.00 NO ASBESTOS
2.	21 E Cofield	$4,700.00 NO ASBESTOS
3.	135 W College	$7,500.00 NO ASBESTOS
4.	546 E Rinker Ave	$5,400.00 NO ASBESTOS
5.	431 N Harrison	$5,100.00 NO ASBESTOS
6.	148 W Myrtle	$3,800.00 NO ASBESTOS
	Total	$29750.00 NO ASBESTOS

MDP Contracting, LLC
PO Box 1317
Nixa MO 65714
Michael Paris
(417) 844-1196

12/2/15

City of Aurora
Bid Form

The City Reserves the right to split the bid and/or change the quantities of homes on the list

A.	Demolition Bid	Total Cost
1.	15 E Cofield	$ 4,750.00
2.	21 E Cofield	$ 5,000.00
3.	135 W College	$7,400.00
4.	546 E Rinker Ave	$5,000.00
5.	431 N Harrison	$ 7,400.00
6.	148 W Myrtle	$5,000.00
	Total	$ 34,550.00

B.	Asbestos Removal/Asbestos Disposal Bid	Total Cost
1.	15 E Cofield	
2.	21 E Cofield	
3.	135 W College	
4.	546 E Rinker Ave	
5.	431 N Harrison	
6.	148 W Myrtle	
	Total	

	Total Project Cost (A, B)	Total Cost
1.	15 E Cofield	$ 4,750.00
2.	21 E Cofield	$ 5,000.00
3.	135 W College	$ 7,400.00
4.	546 E Rinker Ave	$ 5,000.00
5.	431 N Harrison	$ 7,400.00
6.	148 W Myrtle	$ 5,000.00
	Total	$34,550.00

Neo Rolloff Service

City of Aurora
Bid Form

The City Reserves the right to split the bid and/or change the quantities of homes on the list

A.	Demolition Bid	Total Cost
1.	15 E Cofield	$ 5499.80
2.	21 E Cofield	$ 5,799.80
3.	135 W College	$ 14,896.00
4.	546 E Rinker Ave	$ 5,799.00
5.	431 N Harrison	~~$ 4,850~~ $ 7,850.00 SY
6.	148 W Myrtle	$ 10,016.00
	Total	

B.	Asbestos Removal/Asbestos Disposal Bid	Total Cost
1.	15 E Cofield	
2.	21 E Cofield	
3.	135 W College	
4.	546 E Rinker Ave	
5.	431 N Harrison	
6.	148 W Myrtle	
	Total	

	Total Project Cost (A, B)	Total Cost
1.	15 E Cofield	
2.	21 E Cofield	
3.	135 W College	
4.	546 E Rinker Ave	
5.	431 N Harrison	
6.	148 W Myrtle	
	Total	

Young / Kerans

Hollinouse Services Inc.

City of Aurora
Bid Form

The City Reserves the right to split the bid and/or change the quantities of homes on the list

A.	Demolition Bid	Total Cost
1.	15 E Cofield	$ 5530.00
2.	21 E Cofield	$ 6280.00
3.	135 W College	$ 9430.00
4.	546 E Rinker Ave	$ 6080.00
5.	431 N Harrison	$ 6430.00
6.	148 W Myrtle	$ 6630.00
	Total	$ 40,380.00

B.	Asbestos Removal/Asbestos Disposal Bid	Total Cost
1.	15 E Cofield	~~NIC~~
2.	21 E Cofield	~~NIC~~
3.	135 W College	~~NIC~~
4.	546 E Rinker Ave	
5.	431 N Harrison	
6.	148 W Myrtle	
	Total	

	Total Project Cost (A, B)	Total Cost
1.	15 E Cofield	
2.	21 E Cofield	
3.	135 W College	
4.	546 E Rinker Ave	
5.	431 N Harrison	
6.	148 W Myrtle	
	Total	

City of Aurora
Bid Form

The City Reserves the right to split the bid and/or change the quantities of homes on the list

A.	Demolition Bid	Total Cost
1.	15 E Cofield	10,215.00
2.	21 E Cofield	9,385.00
3.	135 W College	12,215.00
4.	546 E Rinker Ave	10,640.00
5.	431 N Harrison	16,095.00
6.	148 W Myrtle	10,435.00
	Total	68,985.00

B.	Asbestos Removal/Asbestos Disposal Bid	Total Cost
1.	15 E Cofield	No Bid
2.	21 E Cofield	No Bid
3.	135 W College	No Bid
4.	546 E Rinker Ave	No Bid
5.	431 N Harrison	No Bid
6.	148 W Myrtle	No Bid
	Total	

	Total Project Cost (A, B)	Total Cost
1.	15 E Cofield	10,215.00
2.	21 E Cofield	9,385.00
3.	135 W College	12,215.00
4.	546 E Rinker Ave	10,640.00
5.	431 N Harrison	16,095.00
6.	148 W Myrtle	10,435.00
	Total	68,985.00

Singer Construction

REQUEST FOR BID
City of Aurora

RETURNTO:
City of Aurora
City Clerk's Office
2 W Pleasant
P.O. Box30
Aurora, MO 65605

Date Issued: May 7, 2014
Buyer Email: **binspector@aurora-cityhall.org**
Telephone No.: 417-229-0128
Facsimile: (417) 678-6599
DUE DATE: June 3, 2014

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE CITY CLERK'S OFFICE PRIOR TO 10:00 A.M. ON TUESDAY DECEMBER 2, 2015.

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 I n 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 ad 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 pickup 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 sub mission 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. It 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:**
   15 E Cofield, Aurora, Mo. 65605
   21 E Cofield, Aurora, Mo. 65605
   135 W College, Aurora, Mo. 65605
   546 E Rinker, Aurora, Mo. 65605
   431 N Harrison, Aurora, Mo. 65605
   148 W Myrtle, 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:** **<u>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.</u>**

   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 of 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 hereinunder 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 split the bid and/or change the quantities of homes on the list

A.	Demolition Bid	Total Cost
1.	15 E Cofield	
2.	21 E Cofield	
3.	135 W College	
4.	546 E Rinker Ave	
5.	431 N Harrison	
6.	148 W Myrtle	
	Total	

B.	Asbestos Removal/Asbestos Disposal Bid	Total Cost
1.	15 E Cofield	
2.	21 E Cofield	
3.	135 W College	
4.	546 E Rinker Ave	
5.	431 N Harrison	
6.	148 W Myrtle	
	Total	

	Total Project Cost (A, B)	Total Cost
1.	15 E Cofield	
2.	21 E Cofield	
3.	135 W College	
4.	546 E Rinker Ave	
5.	431 N Harrison	
6.	148 W Myrtle	
	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 iin 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 is foes 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/gc 1185221678150. 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

AFFIDAVIT OF WORK AUTHORIZATION

RSMo Chapter 285.530 (2)

State of _____)
)ss
County of _____)

Before me, the undersigned Notary Public, in and for the County of

_____, State of _____ personally appeared

_____ who is _____ (Title) of

_____.

(a Corporation/Partnership/Sole Proprietorship/Limited Liability Company, and states that he/she is authorized to make this affidavit, and being duly sworn upon oath deposes and states as follows:

> That said company has verified its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in sections 285.530(2) RSMo.

Documentation of participation in a federal work authorization program is attached to this affidavit.

_____
Signature

_____
Print Name

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My commission expires: _____

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.

AFFIDAVIT OF COMPLIANCE

To be submitted with Vendor's Bid

_____ We DO NOT take exception to the Documents/Requirements

_____ We TAKE exception to the Documents/Requirements as follows:

Specific exceptions are as follows:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Company Name _____

By _____

_____
Print or type name and title of signer

Address: _____

_____

_____

Telephone No. _____

Fax No. _____

Email _____

Tax ID No. _____

Date: _____

ADDENDA

Bidder acknowledges receipt of the addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

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 _____

GENERAL CONTRACTORS

Doug's Construction
Doug Medlin
262 Stripper Road
Billings, MO 65610

Mc Glothlin Brothers Construction
1604 S. Elliott
Aurora, MO
~~417-440-4433~~
mcglothlinbrosconstruction@yahoo.com

Vaught Construction 678-2517
Chris Vaught
23565 Lawrence 1180
Verona, MO 65769

Hillhouse Construction
21009 Lawrence 1160
Verona, MO 65769
Hillhouse10@windstream.net

Singer Construction 678-3871
1701 Jordan fax 678-4061
Aurora, MO
jsparks1077@yahoo.com

Bumgarner Trucking
417-872-5672
jbumgarnerco@aol.com

Conway Construction
10736 Lawrence 2120
Mt. Vernon, MO 65712
417-466-5970
conwayconstruction417@gmail.com

Sunbelt Environmental Services
621 North Prince Lane
Springfield, MO 65802
831-5052
lsmalley@sunbeltenv.com

CRL Enterprises

2351 W Norton Rd
Springfield, MO 65803

Young/Kerans
14475 Lawrence 1220
Marionville, MO 65705
youngkeransconstruction@gmail.com

COMMUNICATION PAGE

Date: December 8, 2015

Presented By: Mayor

Agenda Item: Resolution No. 2015-1440

Agenda No. IX (H)

AGENDA ITEM DESCRIPTION

Resolution No. 2015-1440
A Resolution of the City of Aurora, Missouri awarding a contract for demolition on 11 W Crescent to MDP Contracting

NOTES:

RESOLUTION NO. 2015-1440

A RESOLUTION OF THE CITY OF AURORA, MISSOURI AWARDING A CONTRACT FOR DEMOLITION ON 11 W CRECENT TO MDP CONTRACTING

WHEREAS, the Building Board of Appeals recommended demolition on several unsafe and hazardous structures; and

WHEREAS, bids were let for the demolition of the six (6) properties however 11 W Crescent was left off the bid by mistake; and

WHEREAS, bids were received from MDP Contracting ($29,750) on the six structures that were originally bid; and

WHEREAS, MDP Contracting was asked to give an additional quote on the demolition of the structure located at 11 W Crescent and; and

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI:

Section 1. The City Council authorizes MDP Contracting to demolish the additional structure located at 11 W Crescent for the amount of $_____.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA, MISSOURI THIS 8TH DAY OF DECEMBER 2015.

APPROVED:

_____

David L. Marks, Mayor

ATTEST:

_____

Kathie Needham, City Clerk, MMC/MPCC

COMMUNICATION PAGE

Date: December 8, 2015

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: December 8, 2015

Presented By: Mayor

Agenda Item: CLOSED SESSION pursuant to 610.021 (2)

Agenda No. XI

AGENDA ITEM DESCRIPTION

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

NOTES:

COMMUNICATION PAGE

Date: December 8, 2015

Presented By: Mayor

Agenda Item: ADJOURNMENT

Agenda No. XII

AGENDA ITEM DESCRIPTION

ADJOURNMENT

NOTES:

MISSOURI JUDICIARY
LAWRENCE COUNTY
CIRCUIT COURT DISPOSITIONS
FROM 01-Nov-2015 TO 25-Nov-2015
SUMMARY REPORT BY COUNTY

					DDGPW	DDGTP	DDST	DTCGL	Total
ZZ	Z^			O3 Muni-Alcohol & Drug Rel Traf	0	3	5	0	8
				O5 Municipal Ordinance - Traffic	7	44	34	1	86
				O6 Municipal Ordinance - Other	2	23	37	0	62
				Total	9	70	76	1	156
			Total		9	70	76	1	156
		Total			9	70	76	1	156
	Category Total				9	70	76	1	156
Total For Location					9	70	76	1	156

written plea — plead guilty Court — Dismissed — found guilty Trial

MISSOURI JUDICIARY
City of Aurora
Criminal Filings By Charge
Case Filing Date Between 01-Nov-2015 and 25-Nov-2015
All Charge Summary Report

Case Type	Charge		Level	Total
O5	Municipal Ordinance - Traffic			
	9081000	Opr Mot Veh In Crls & Imp Mann	OR	1
	9101500	Opr Veh W/O Valid License	OR	2
	9102700	Op Mtr Veh w/o Financial Resp	OR	11
	9111500	Opr Mtr Veh Hwy Dl Revok Pnts	OR	1
	9113000	Opr Mtr Veh Hwy Dl Susp Points	OR	3
	9203500	Followed Another Veh Too Close	OR	3
	9204000	Improper Lane Use	OR	3
	9221500	Defective Equipment	OR	2
	9231000	Abandon Motor Vehicle	OR	1
	9290100	Fail To Obey Trfc Cont Devices	OR	1
	9291000	Fail Stop-Stop Sign/Line/Inter	OR	8
	9297500	Fl Yld To Veh Ent Inters-No Tr	OR	1
	9302500	Fl Yld Emerg Veh W/Siren & Lts	OR	1
	9453000	Fail To Register Vehicle	OR	12
	9521500	Ex Pst Spd Lmt (11-15 Mph Ovr)	OR	2
	9522000	Ex Pst Spd Lmt (16-19 Mph Ovr)	OR	2
	9522500	Ex Pst Spd Lmt (20-25 Mph Ovr)	OR	2
			Case Type Total	**56**
O6	Municipal Ordinance - Other			
	9032000	Animal Cruelty	OR	1
	9034000	Animal License	OR	5
	9035000	Animal At Large	OR	2
	9051500	Domestic Assault	OR	1
	9133500	Possess Marijuana	OR	6
	9134000	Possess Drug Paraphernalia	OR	11
	9232000	Trash Violation	OR	1
	9233000	Littering	OR	1
	9237500	Nuisance Viol	OR	2
	9238000	Miscellaneous Health & Safety	OR	2
	9601000	Stealing	OR	1
			Case Type Total	**33**

2015 MUNICIPAL COURT COLLECTION REPORT

DEC MONTH END	JAN COLLECTION	JAN ASSESSED	JAN MONTH END
$ 157,330.98	$ 10,906.45	$ 16,020.65	$ 162,445.18

JAN MONTH END	FEB COLLECTION	FEB ASSESSED	FEB MONTH END
$ 162,445.18	$ 13,149.56	$ 14,575.72	$ 163,871.34

FEB MONTH END	MAR COLLECTION	MAR ASSESSED	MAR MONTH END
$ 163,871.34	$ 17,593.64	$ 15,841.01	$ 162,118.71

MAR MONTH END	APR COLLECTION	APR ASSESSED	APR MONTH END
$ 162,118.71	$ 12,013.07	$ 12,334.51	$ 162,440.15

APR MONTH END	MAY COLLECTION	MAY ASSESSED	MAY MONTH END
$ 162,440.15	$ 8,107.36	$ 4,695.18	$ 159,027.97

MAY MONTH END	JUN COLLECTION	JUN ASSESSED	JUNE MONTH END
$ 159,027.97	$ 12,083.16	$ 20,059.06	$ 167,003.87

JUNE MONTH END	JUL COLLECTION	JUL ASSESSED	JUL MONTH END
$ 167,003.87	$ 9,294.47	$ 13,228.27	$ 170,937.67

JUL MONTH END	AUG COLLECTION	AUG ASSESSED	AUG MONTH END
$ 170,937.67	$ 15,256.91	$ 24,235.69	$ 179,916.45

AUG MONTH END	SEP COLLECTION	SEP ASSESSED	SEP MONTH END
$ 179,916.45	$ 12,328.19	$ 16,103.13	$ 183,691.39

SEP MONTH END	OCT COLLECTION	OCT ASSESSED	OCT MONTH END
$ 183,691.39	$ 14,438.09	$ 19,861.08	$ 189,114.38

OCT MONTH END	NOV COLLECTION	NOV ASSESSED	NOV MONTH END
$ 189,114.38	$ 12,573.57	$ 16,013.27	$ 192,554.08

NOV MONTH END	DEC COLLECTION	DEC ASSESSED	DEC MONTH END

Report: CBRFAGE
User: ELERYDOJ
Instance: CT39

39th Judicial Circuit Court
A/R Aged Trial Balance

RunDate: 25-NOV-2015
RunTime: 03:21 P.M.
Page: 1

Detail Code [MV]: ALL
Accounting Basis - (C)ash or (A)ccrual: ALL
Case ID [MV]: ALL
Court Code: 39
Location Code: 7E
Report Type - (D)etail or (S)ummary: S

Detail Code	Detail Description	Balance	0 - 29 days	30 - 59 days	60+ days
5002	Clerk Fee	932.17	0.00	0.00	932.17
5016	CVC Surcharge State	485.00	0.00	0.00	485.00
5020	Law Enf Arrest-Local	40,678.42	341.76	217.50	40,119.16
5022	LET-County	1,348.50	102.00	72.00	1,174.50
5024	POST-State	64.00	0.00	0.00	64.00
5034	Restitution	5,876.09	0.00	0.00	5,876.09
5040	Fine-Muni Ordin Other	93,767.16	3,510.00	3,657.50	86,599.66
5041	Fine-Muni Ordin Traffic	32,118.50	5,416.50	3,431.50	23,270.50
5056	Inmate Security Fund	1,256.00	102.00	73.50	1,080.50
5300	Municipal Ord Standard Costs	16,028.24	1,402.50	884.40	13,741.34
	Grand Total:	192,554.08	10,874.76	8,336.40	173,342.92

*** END OF REPORT ***
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