



*Upstream from ordinary.*

**BOARD OF ALDERMEN MEETING**  
RIVERSIDE CITY HALL  
2950 NW VIVION ROAD  
RIVERSIDE, MISSOURI 64150  
**(AMENDED) TENTATIVE AGENDA**  
**DECEMBER 6, 2022**  
**Closed Session – 6:00 p.m.**  
**Regular Meeting - 7:00 p.m.**

Call to Order  
Roll Call

**CLOSED SESSION**  
**(6:00 p.m.)**

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

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

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

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

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

**2. Motion** to adjourn closed.

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

Call to Order  
Roll Call  
Pledge of Allegiance

**Public Comments** - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding agenda and non-agenda items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time. Each speaker is limited to 5 minutes.

**LEGISLATIVE SESSION**

**1. CONSENT AGENDA**

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

Approval of minutes for November 15, 2022.

**R-2022-126: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2022-2023 WEEKS ENDING NOVEMBER 18TH, NOVEMBER 25TH, AND DECEMBER 2ND IN THE AMOUNT OF \$768,165.28.** Point of Contact: Finance Director Erika Benitez.

**R-2022-127: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH MID-AMERICA REGIONAL COUNCIL.** Point of Contact: City Engineer Travis Hoover.

**R-2022-128: A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF RIVERSIDE, MISSOURI AND PATEK AND ASSOCIATES, LLC, REGARDING CONSULTING AND LOBBYING SERVICES.** Point of Contact: City Administrator Brian Koral.

**R-2022-129: A RESOLUTION APPROVING TASK ORDER NUMBER 9 WITH MCCLURE.** Point of Contact: City Engineer Travis Hoover.

**R-2022-130: A RESOLUTION APPROVING CHANGE ORDER 7 TO THE AGREEMENT WITH CROSSLAND CONSTRUCTION COMPANY, INC. FOR ADDITIONS & RENOVATIONS RIVERSIDE PUBLIC SAFETY RESULTING IN A REVISED CONTRACT AMOUNT OF \$4,824,970.71 FOR SUCH PURPOSES.** Point of Contact: Capital Projects/Parks Noel Challis Bennion.

#### **REGULAR AGENDA**

1. **First Reading: Bill No. 2022-062: AN ORDINANCE AUTHORIZING THE CITY TO LEASE CERTAIN PROPERTY.** Point of Contact: Special Counsel Joe Bednar
- 2.
3. **R-2022-131: A RESOLUTION APPROVING A SERVICE ORDER WITH CHARTER COMMUNICATIONS OPERATING, LLC.** Point of Contact: Capital Projects/Parks Noel Challis Bennion.
4. **R-2022-132: A RESOLUTION APPROVING AN AGREEMENT WITH SETH EMERSON PALMITER FOR THE CREATION, PURCHASE, AND SALE OF ARTWORK.** Point of Contact: Capital Projects/Parks Noel Challis Bennion.
5. **R-2022-133: A RESOLUTION AUTHORIZING THE PURCHASE OF FURNITURE FOR THE PUBLIC SAFETY BUILDING (PROJECT NO. 537-086) THROUGH INTERIOR LANDSCAPES IN AN AMOUNT OF \$188,013.10.** Point of Contact: Capital Projects/Parks Noel Challis Bennion.
6. **R-2022-134: A RESOLUTION APPROVING CHANGE ORDER 1 TO THE AGREEMENT WITH SEAL-O-MATIC PAVING COMPANY, INC FOR 2022 STREET MAINTENANCE - ASPHALT RESULTING IN A REVISED CONTRACT AMOUNT OF \$389,747.11 FOR SUCH PURPOSES.** Point of Contact: City Engineer Travis Hoover.
7. **R-2022-135: A RESOLUTION APPROVING CHANGE ORDER 3 TO THE AGREEMENT WITH KENTON BROTHERS LOCKSMITHS, INC FOR ADDITIONAL EQUIPMENT AND LABOR IDENTIFIED DURING THE CITY COMPLEX VIDEO AND ACCESS CONTROL PROJECT RESULTING IN A REVISED CONTRACT AMOUNT OF \$739,036.68 FOR SUCH PURPOSES.** Point of Contact: IT Manager Jason Ketter.

8. **Motion** to approve All Inclusive Retail Liquor by the Drink and Sunday Sales upon State of Missouri Approval, Managing Agent Zeke Young, for Red X Inc, located at 2101 NW Platte Road, Riverside MO. Point of Contact: City Clerk Robin Kincaid.

9. **Communication from City Administrator**

a) **Department Reports**

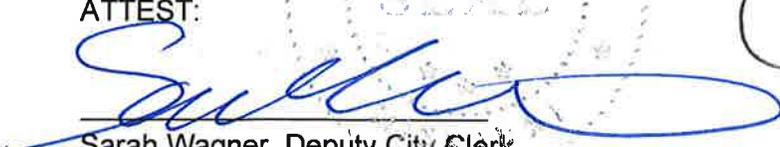
- i. Community Development
- ii. Engineering
- iii. Finance
- iv. Fire
- v. Police
- vi. Public Works
- vii. Levee Board Report

10. **Communication from Mayor**

11. **Communication from Board of Aldermen**

12. **Motion to Adjourn.**

ATTEST:

  
Sarah Wagner, Deputy City Clerk

  
Brian E. Koral, City Administrator

Posted 12.5.2022 at 4:30 p.m.

MINUTES  
REGULAR MEETING  
BOARD OF ALDERMEN  
RIVERSIDE, MISSOURI

Tuesday, November 15, 2022  
6:00 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, November 15, 2022.

Mayor Rose called the meeting to order at 6:01 p.m. Those in attendance were, Mayor Kathy Rose, Aldermen Sal LoPorto, Nathan Cretsinger, Jill Beck, and Robert Milner.

Aldermen Steve Palma and Dawn Cockrell were absent.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Clerk Robin Kincaid, City Engineer Travis Hoover, and City Attorney Paul Campo.

**MOTION TO ENTER INTO  
CLOSED @ 6:05 P.M.**

Alderman Beck moved to enter closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, and RSMo 610.021 (2) Leasing, Purchase, or sale of real estate, RSMo 610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected, second by Alderman Cretsinger.

Yes: Beck, Cretsinger, Milner, and LoPorto.  
Motion carried 4-0.

**MOTION TO ADJOURN  
CLOSED @ 6:30 P.M.**

Alderman Milner moved at 6:30 p.m. to adjourn closed session with no action taken, second by Alderman LoPorto.

Yes: Milner, LoPorto, Cretsinger, and Beck.  
Motion carried 4-0.

**REGULAR SESSION**

Mayor Kathy Rose called the Regular Session Meeting to order at 7:01 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Sal LoPorto, Nathan Cretsinger, Jill Beck, and Rob Milner.

Aldermen Steve Palma and Dawn Cockrell were absent.

Also present were City Administrator Brian Koral, Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, City Engineer Travis Hoover, Police Chief Chris Skinrood, Fire Chief Gordon Fowlston, Human Resources Manager Amy Strough, Finance Director Erika Benitez, Capital Projects/ Parks Noel Challis Bennion, and IT Manager Jason Ketter. City Attorney Paul Campo was also present.

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

<b>PUBLIC COMMENT</b>	None.
<b>PRESENTATION</b>	KCMO Water Services and EAE representative David Poirier, P.E. was in attendance with several of the Design Team and Water Services members to make the presentation regarding the Burlington Creek and Riverside Pump Station Replacement Sewer Project. He showed several PowerPoint slides that included the replacement pump stations for private lift stations, maintenance and capacity improvements, the project overview, and the path/process to move this project forward. He then answered questions from the BOA. Mayor Rose thanked Mr. Poirier and the group for their time and presentation.
<b>CONSENT AGENDA</b>	Alderman Beck moved to approve the consent agenda as presented, second by Alderman Milner. Yes: Beck, Milner, LoPorto, and Cretsinger. Motion carried 4-0.
<b>MINUTES OF 11-01-22</b>	Alderman Beck moved to approve the minutes of the November 1, 2022 meeting, second by Alderman Milner. Yes: Beck, Milner, LoPorto, and Cretsinger. Motion carried 4-0.
<b>COURT REPORT</b>	Alderman Beck moved to approve the court report for the month of October 2022, second by Alderman Milner. Yes: Beck, Milner, LoPorto, and Cretsinger. Motion carried 4-0.
<b>RESOLUTION 2022-120</b> Bill Pay	Alderman Beck moved to approve Resolution 2022-120 authorizing the expenditure of funds for fiscal year 2022-2023 for weeks ending November 4 <sup>th</sup> and November 11 <sup>th</sup> in the amount of \$729,922.43, second by Alderman Milner. Yes: Beck, Milner, LoPorto, and Cretsinger. Motion carried 4-0.
<b>RESOLUTION 2022-121</b> MPCA Testing Services	Alderman Beck moved to approve Resolution 2022-121 approving an agreement with Missouri Police Chiefs' Association, Inc. for testing and assessment services, second by Alderman Milner. Yes: Beck, Milner, LoPorto, and Cretsinger. Motion carried 4-0.
<b>RESOLUTION 2022-122</b> Amended Police Equipment	Alderman Beck moved to approve Resolution 2022-122 authorizing the purchase of emergency equipment for two Ford 2023 Explorer Police Interceptors through 911 Customs in an amended amount not to exceed \$16,718.00, second by Alderman Milner. Yes: Beck, Milner, LoPorto, and Cretsinger. Motion carried 4-0.

**RESOLUTION 2022-123**  
Appoint Lanning to P&Z

Alderman Beck moved to approve Resolution 2022-123 appointing Richard Lanning to the Planning & Zoning Commission, second by Alderman Milner.  
Yes: Beck, Milner, LoPorto, and Cretsinger.  
Motion carried 4-0.

**RESOLUTION 2022-124**  
Appoint Christopher to P&Z

Alderman Beck moved to approve Resolution 2022-124 appointing Matthew Christopher to the Planning & Zoning Commission, second by Alderman Milner.  
Yes: Beck, Milner, LoPorto, and Cretsinger.  
Motion carried 4-0.

**REGULAR AGENDA**

**BILL NO. 2022-061**  
Red X Pole Sign-Landmark

City Clerk Robin Kincaid gave first reading of Bill No. 2022-061. Community Development Director Mike Duffy explained that this is a follow up to the change that was made to the UDO regarding signs at the previous meeting. This is the request for the Red X at the store to be approved as a landmark sign. It was heard by Planning & Zoning Commission last Thursday evening and was recommended unanimously, there was specific detail and criteria within the ordinance for this sign. Zeke Young from Red X came forward and thanked the Board for their consideration of the famous Red X sign. He added the sign was actually present before the city was even incorporated. 2023 will be the 75th anniversary of the store and that his Dad always said that X marks the spot, so he guessed that now he can say that X marks the new spot.

Alderman Milner moved to accept first reading and place Bill 2022-061 on second and final reading, second by Alderman Beck.

Yes: Milner, Beck, Cretsinger, and LoPorto.  
Motion carried 4-0.

City Clerk Kincaid gave second reading of Bill No. 2022-061. Alderman Cretsinger moved to approve Bill 2022-061 and enact said bill as ordinance, second by Alderman Milner.

Yes: Cretsinger, Milner, LoPorto, and Beck.  
Motion carried 4-0.

**RESOLUTION 2022-125**  
CO #6 Crossland Construction

Capital Projects/ Parks Noel Bennion reviewed the changes that were included within change order #6. Questions from the Board were answered and the total of \$62,533.52 was added for these changes.

Alderman LoPorto moved to approve Resolution 2022-125 approving change order 6 to the agreement with Crossland Construction Company, Inc. for additions & renovations for Riverside Public Safety resulting in a revised contract amount of \$4,818,987.78 for such purposes, second by Alderman Milner.

Yes: LoPorto, Milner, Beck, and Cretsinger.  
Motion carried 4-0.

**LIQUOR LICENSE**  
Spirited Bluffs, LLC

City Clerk Robin Kincaid explained the details and request for the Wholesale and Distribution license. Alderman Beck moved to approve the Wholesale and Distributor's Liquor License contingent upon State of Missouri approval, Managing Agent Darren Elder, for Spirited Bluffs, LLC located at 444 NW Business Park Lane, Riverside, Missouri, second by Alderman Cretsinger. Yes: Beck, Cretsinger, Milner, and LoPorto. Motion carried 4-0.

**CITY ADMINISTRATOR**

City Administrator Brian Koral gave a well-deserved thank you to Capital Projects Manager Noel Challis Bennion for her work on the PS renovation and construction project, she is running on task, and it is not the only project she is overseeing right now. We really appreciate her work. The Upstream from Ordinary story this week is about an incident on November 4, 2022 at the Corner Café where Officer DiGeronimo responded and helped a citizen that fell plus, she went above and beyond to make certain he was okay and safe inside his home. His family was very appreciative of Officer DiGeronimo's help and care shown to their father. Brian announced that December 1<sup>st</sup> is the Tree Lighting at Welcome Plaza to kick off the holiday season, Senior Dinner is December 6<sup>th</sup> at noon in the Community Center, and our Celebrating Service Awards Luncheon is Tuesday, December 12<sup>th</sup>, where we are recognizing colleagues for milestone anniversaries and this year celebrating a total of 165 years of service. Please let us know if you wish to attend any of these events. On behalf of myself and our staff, have a Happy Thanksgiving.

**COMMUNITY DEVELOPMENT**

Director Mike Duffy stated that tomorrow at 10 a.m. we will hold a hearing for an ongoing code violation that has been going on at 4704 NW High Drive, property right underneath the water tower. We will take testimony and then make determination of status of the violation, and we hope to get this corrected soon. This is a step to fixing some of these long-term issues within our city.

**ENGINEERING**

Capital Projects/Parks Manager introduced entry signage at the E.H. Young Park. PowerPoint pictures of the proposed concept of the sculpture and base that the Park Board has reviewed and selected. She showed the budgeted amounts of \$55,000 for the sculpture, and the wall signage and installation are \$60-70,000 (from annual infrastructure budget). This will be done much like the Tremont sculpture and propose to have it complete by September 2023. If approved, the artist agreement will be brought to the Board at the December 6<sup>th</sup> meeting followed by structural design and bidding for the wall in January or February 2023.

Following discussions Alderman Beck moved to approve the artwork at E.H. Young Park entry at \$55,000 and the base and install will be \$60-70,000, second by Alderman Milner.

Yes: Beck, Milner, and Cretsinger.

No: LoPorto

Motion carried 3-1.

Noel then introduced three proposed events for EH Young Park. First, Rolling on the River – Sponsored by Platte Co. Parks, City of Parkville, and Riverside on June 3, 8 a.m. to 2 p.m. Second, KC Showdown Car Show – Sponsored by KC Showdown Promotions on June 11<sup>th</sup> 8 a.m. to 8 p.m. Third, 35<sup>th</sup> Annual CamaroFest – Sponsored by Camaro Club of KC, on August 19<sup>th</sup> at 5 a.m. to 5 p.m. These were all discussed and representatives from the second and third events listed were present and spoke to the Board, guaranteeing that great care and attention would be given to the grass area and the entire park for their events with detail to clean up and leaving the park in its pre-event condition.

#### **FINANCE**

Finance Director Erika Benitez showed by PowerPoint presentation for the October 31, 2022 financial status with 33.3% of the budget year passed. She highlighted the funds and balances for income and expenses. The investment portfolio was shown, she explained the need for a budget amendment for a couple funds at the next meeting, and an opportunity for questions was offered.

#### **FIRE**

Fire Chief Gordon Fowlston reviewed the October 2022 statistics and noted that there were few changes from the previous numbers. Santa will be on the truck on December 14<sup>th</sup> and 15<sup>th</sup>.

#### **POLICE**

Police Chief Chris Skinrood reviewed the October 2022 stats. We are getting very busy, and this tends to happen this time of year where families are together more and everyone is indoors because of the cold.

#### **PUBLIC WORKS**

Public Works Director Tom Wooddell reported that this Friday, November 18<sup>th</sup> is our final curbside yard waste clean up for the year. Next week is Thanksgiving so our trash pick up will be on Saturday, November 26<sup>th</sup>.

#### **LEVEE BOARD**

City Engineer Hoover reported that there is a meeting tomorrow.

#### **MAYOR'S DISCUSSION**

Mayor Rose wanted to congratulate the staff and HR Manager Amy Strough for the Veterans Day Event on November 9<sup>th</sup>. Amy, you did an excellent job, it was well attended, food was fabulous, and it was a very nice event. I think everyone felt valued and appreciated for what you did, so thank you. The Police Valor Awards at Argosy, we helped sponsor the event, there were not quite as many as there were in the past, but there was a nice room full and great stories were shared. Travis, the Woodland and High Drive Road resurfacing is lovely and so smooth. We

look forward to the next roads that can be paved. I pulled together and some information on a committee that met here last week. We had 20 regional stakeholders to discuss transit with for the Northland, Clay, and Platte Counties initiatives. We are going to meet once a month and continue conversations. It may be the streetcar in NKC, or expanding rail, we don't know for sure. We understand this won't happen tomorrow, but if we do not begin conversations, we will not be moving forward and seeing where we can go. The next meeting will be in January 2023.

**BOARD OF ALDERMEN**

Alderman Cretsinger – Thanks for the patience and coordination to get the sidewalks in.

Alderman Beck – Nothing to report.

Alderman Milner – Nothing to report

Alderman LoPorto – Thank you to staff for all you do everyday in your respective departments.

Mayor Rose asked that everyone have a wonderful Thanksgiving.

**MOTION TO ADJOURN**

Alderman Cretsinger moved to adjourn the meeting at 8:08 p.m., second by Alderman Milner.

Yes: Cretsinger, Milner, LoPorto, and Beck.

Motions carried 4-0.

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Robin Kincaid, City Clerk

**RESOLUTION NO. R – 2022-126**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2022-2023 WEEKS ENDING NOVEMBER 18<sup>TH</sup>, NOVEMBER 25<sup>TH</sup>, AND DECEMBER 2<sup>ND</sup> IN THE AMOUNT OF \$768,165.28.**

**WHEREAS**, the Board of Aldermen find it is in the best interest of the citizens of the City of Riverside to authorize and approve the expenditure of funds as set forth in Exhibit “A” attached hereto;

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

**THAT** the disbursements and expenditure of funds from the city treasury in the amount of \$768,165.28 set forth in Exhibit “A” attached hereto and made a part hereof by reference are hereby authorized and approved.

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

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 6<sup>TH</sup> day of December 2022.

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Mayor Kathleen L. Rose

ATTEST:

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Robin Kincaid, City Clerk



# Expense Approval Report

## By Purchased From Vendor

Post Dates 11/16/2022 - 12/7/2022

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
<b>Purchased From Vendor: ACE IMAGEWEAR</b>					
ACE IMAGEWEAR	ACE IMAGEWEAR	12/06/2022	INV #'S 1231926 - 1233936 - 12...	10-337-101-41500	113.64
ACE IMAGEWEAR	ACE IMAGEWEAR	12/06/2022	INV #'S 1231928 - 1233938 - 12...	10-337-102-41500	91.71
ACE IMAGEWEAR	ACE IMAGEWEAR	12/06/2022	INV #'S 1231927 - 1233937 - 12...	10-337-104-41500	55.02
<b>Purchased From Vendor ACE IMAGEWEAR Total:</b>					<b>260.37</b>
<b>Purchased From Vendor: AL BOWMAN &amp; SON'S S.O.S</b>					
AL BOWMAN & SON'S S.O.S	AL BOWMAN & SON'S S.O.S	12/06/2022	KEYS	10-337-101-41500	40.80
<b>Purchased From Vendor AL BOWMAN &amp; SON'S S.O.S Total:</b>					<b>40.80</b>
<b>Purchased From Vendor: ALL COPY PRODUCTS, INC</b>					
ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	12/06/2022	COPIER OVERAGE / CH WORKR...	10-112-000-32300	327.26
<b>Purchased From Vendor ALL COPY PRODUCTS, INC Total:</b>					<b>327.26</b>
<b>Purchased From Vendor: BARBER EXCAVATING LLC</b>					
BARBER EXCAVATING LLC	BARBER EXCAVATING LLC	12/06/2022	APACHE STORM REPAIR	21-025-000-53000	2,125.00
<b>Purchased From Vendor BARBER EXCAVATING LLC Total:</b>					<b>2,125.00</b>
<b>Purchased From Vendor: BORENICH ASSOCIATES LLC</b>					
BORENICH ASSOCIATES LLC	BORENICH ASSOCIATES LLC	12/01/2022	PD LEASE PAYMENT - DECEMBE...	21-086-103-21302	2,014.50
<b>Purchased From Vendor BORENICH ASSOCIATES LLC Total:</b>					<b>2,014.50</b>
<b>Purchased From Vendor: C R GR8, LLC</b>					
C R GR8, LLC	C R GR8, LLC	12/06/2022	CONCRETE SEAL & CAULK EH Y...	21-025-000-53000	4,461.00
<b>Purchased From Vendor C R GR8, LLC Total:</b>					<b>4,461.00</b>
<b>Purchased From Vendor: COCKRELL PAVING, LLC</b>					
COCKRELL PAVING, LLC	COCKRELL PAVING, LLC	12/06/2022	LINEAR TRAIL PATCHING & OVE...	21-025-000-53000	9,950.00
<b>Purchased From Vendor COCKRELL PAVING, LLC Total:</b>					<b>9,950.00</b>
<b>Purchased From Vendor: COMPLETE OFFICE SOLUTIONS INC</b>					
COMPLETE OFFICE SOLUTIONS ...	COMPLETE OFFICE SOLUTIONS ...	12/01/2022	POSTBASE 65 INK-PIC40 -17,000...	10-112-000-51500	159.00
<b>Purchased From Vendor COMPLETE OFFICE SOLUTIONS INC Total:</b>					<b>159.00</b>
<b>Purchased From Vendor: CONRAD FIRE EQUIP, INC</b>					
CONRAD FIRE EQUIP, INC	CONRAD FIRE EQUIP, INC	12/06/2022	P1/ ANNUAL PUMP TEST	10-226-000-41000	141.15
<b>Purchased From Vendor CONRAD FIRE EQUIP, INC Total:</b>					<b>141.15</b>
<b>Purchased From Vendor: CRAMER MARKETING</b>					
CRAMER MARKETING	CRAMER MARKETING	12/06/2022	EOY FORMS	10-112-000-32000	141.76
<b>Purchased From Vendor CRAMER MARKETING Total:</b>					<b>141.76</b>
<b>Purchased From Vendor: CRAWFORD CLIMBERS LLC</b>					
CRAWFORD CLIMBERS LLC	CRAWFORD CLIMBERS LLC	12/06/2022	BNSF & 635 CLEANING	21-025-000-53000	5,850.00
<b>Purchased From Vendor CRAWFORD CLIMBERS LLC Total:</b>					<b>5,850.00</b>
<b>Purchased From Vendor: CREATIVE CARNIVALS &amp; EVENTS, LLC</b>					
CREATIVE CARNIVALS & EVENTS...	CREATIVE CARNIVALS & EVENTS...	12/06/2022	ANNUAL PROGRAM	10-115-000-31200	480.00
<b>Purchased From Vendor CREATIVE CARNIVALS &amp; EVENTS, LLC Total:</b>					<b>480.00</b>
<b>Purchased From Vendor: ENSZ &amp; JESTER, P.C.</b>					
ENSZ & JESTER, P.C.	ENSZ & JESTER, P.C.	12/06/2022	EMPLOYMENT PERSONNEL ISS...	10-112-000-20300	100.00
<b>Purchased From Vendor ENSZ &amp; JESTER, P.C. Total:</b>					<b>100.00</b>
<b>Purchased From Vendor: EVERGY</b>					
EVERGY	EVERGY	12/01/2022	3050 NW VIVION RD 10-18 TO ...	10-337-103-25000	546.21
EVERGY	EVERGY	11/21/2022	2626 NW PLATTE RD - 10/18 TO...	10-336-112-25000	21.82
EVERGY	EVERGY	11/21/2022	4102 NW RIVERSIDE DR - 10/18...	10-337-106-25000	18.19
EVERGY	EVERGY	12/06/2022	STREETLIGHTS - 10-31 to 11-30...	10-331-000-26800	22,606.21
EVERGY	EVERGY	12/01/2022	2990 NW VIVION RD - 10/18 TO...	10-337-103-25000	2,385.52
<b>Purchased From Vendor EVERGY Total:</b>					<b>25,577.95</b>
<b>Purchased From Vendor: FELD FIRE</b>					
FELD FIRE	FELD FIRE	12/06/2022	QUARTERLY AIR ANALYSIS/ 10/...	10-226-000-56002	200.00

## Expense Approval Report

Post Dates: 11/16/2022 - 12/7/2022

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
FELD FIRE	FELD FIRE	12/06/2022	TOOL ADAPTER	10-226-000-56002	624.00
<b>Purchased From Vendor FELD FIRE Total:</b>					<b>824.00</b>
<b>Purchased From Vendor: FREELANCE EXCAVATION, LLC</b>					
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	12/06/2022	SCHOENBECK SLOPE GRADING	21-025-000-53000	2,817.50
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	12/06/2022	W PLATTE SILT CLEANUP	21-025-000-53000	2,102.50
FREELANCE EXCAVATION, LLC	FREELANCE EXCAVATION, LLC	12/06/2022	9 HWY SILT CLEANUP	21-025-000-53000	977.50
<b>Purchased From Vendor FREELANCE EXCAVATION, LLC Total:</b>					<b>5,897.50</b>
<b>Purchased From Vendor: GRAVES GARRETT LLC</b>					
GRAVES GARRETT LLC	GRAVES GARRETT LLC	12/06/2022	LEGAL SERVICES/ CONTRACT DI...	10-112-000-20300	1,214.30
GRAVES GARRETT LLC	GRAVES GARRETT LLC	12/06/2022	LEGAL SERVICES/ CONTRACT DI...	10-112-000-20300	9,732.50
<b>Purchased From Vendor GRAVES GARRETT LLC Total:</b>					<b>10,946.80</b>
<b>Purchased From Vendor: GULF STATES DISTRIBUTORS</b>					
GULF STATES DISTRIBUTORS	GULF STATES DISTRIBUTORS	12/06/2022	.223 training ammo	10-221-000-53047	11,750.00
<b>Purchased From Vendor GULF STATES DISTRIBUTORS Total:</b>					<b>11,750.00</b>
<b>Purchased From Vendor: HAPPY SIGNS LLC</b>					
HAPPY SIGNS LLC	HAPPY SIGNS LLC	12/06/2022	CITY HOLIDAY PARTY BANNERS	10-341-100-44400	405.00
<b>Purchased From Vendor HAPPY SIGNS LLC Total:</b>					<b>405.00</b>
<b>Purchased From Vendor: JACKSON LEWIS P.C.</b>					
JACKSON LEWIS P.C.	JACKSON LEWIS P.C.	12/06/2022	LEGAL SERVICES/ OCTOBER 2022	10-226-000-20300	84.00
<b>Purchased From Vendor JACKSON LEWIS P.C. Total:</b>					<b>84.00</b>
<b>Purchased From Vendor: JOHNSON'S CONSTRUCTION LLC</b>					
JOHNSON'S CONSTRUCTION LLC	JOHNSON'S CONSTRUCTION LLC	12/06/2022	FOAM CEILING REMOVAL	21-039-000-53000	2,808.00
<b>Purchased From Vendor JOHNSON'S CONSTRUCTION LLC Total:</b>					<b>2,808.00</b>
<b>Purchased From Vendor: K &amp; G STRIPING, INC</b>					
K & G STRIPING, INC	K & G STRIPING, INC	12/06/2022	VARIOUS SIGNAGE	21-025-000-53000	555.00
K & G STRIPING, INC	K & G STRIPING, INC	12/06/2022	VARIOUS SIGNAGE	21-025-000-53000	1,151.25
<b>Purchased From Vendor K &amp; G STRIPING, INC Total:</b>					<b>1,706.25</b>
<b>Purchased From Vendor: KIP KIESO POLYGRAPH SERVICES</b>					
KIP KIESO POLYGRAPH SERVICES	KIP KIESO POLYGRAPH SERVICES	12/06/2022	PRE-EMPLOYMENT EXAMINATI...	10-115-000-21300	150.00
<b>Purchased From Vendor KIP KIESO POLYGRAPH SERVICES Total:</b>					<b>150.00</b>
<b>Purchased From Vendor: KIRKMAN, PAUL LEROY</b>					
KIRKMAN, PAUL LEROY	KIRKMAN, PAUL LEROY	12/06/2022	HOLIDAY PARTY ENTERTAINME...	10-115-000-31200	320.00
<b>Purchased From Vendor KIRKMAN, PAUL LEROY Total:</b>					<b>320.00</b>
<b>Purchased From Vendor: LANDMARK NEWSPAPER, THE</b>					
LANDMARK NEWSPAPER, THE	LANDMARK NEWSPAPER, THE	12/06/2022	NOTICE OF ELECTION/ 04/06/2...	10-112-000-43200	110.61
<b>Purchased From Vendor LANDMARK NEWSPAPER, THE Total:</b>					<b>110.61</b>
<b>Purchased From Vendor: LEIBRANDS RIVERSIDE AUTO</b>					
LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	12/06/2022	VIN FF506990 / NEW RADIATOR	10-819-000-41000	786.27
<b>Purchased From Vendor LEIBRANDS RIVERSIDE AUTO Total:</b>					<b>786.27</b>
<b>Purchased From Vendor: LYNCHPIN IDEAS, LLC</b>					
LYNCHPIN IDEAS, LLC	LYNCHPIN IDEAS, LLC	12/06/2022	NEWSLETTER/ WINTER 2022	10-112-000-21300	2,200.00
<b>Purchased From Vendor LYNCHPIN IDEAS, LLC Total:</b>					<b>2,200.00</b>
<b>Purchased From Vendor: MACA</b>					
MACA	MACA	12/06/2022	MEMBER FEE: SHAYLA JONES / ...	10-216-000-34500	120.00
<b>Purchased From Vendor MACA Total:</b>					<b>120.00</b>
<b>Purchased From Vendor: MCCONNELL &amp; ASSOCIATES</b>					
MCCONNELL & ASSOCIATES	MCCONNELL & ASSOCIATES	12/06/2022	TIMBERLINE CRACK FILL	21-025-000-53000	2,080.00
MCCONNELL & ASSOCIATES	MCCONNELL & ASSOCIATES	12/06/2022	MRT CRACK FILL	21-025-000-53000	3,000.00
<b>Purchased From Vendor MCCONNELL &amp; ASSOCIATES Total:</b>					<b>5,080.00</b>
<b>Purchased From Vendor: MERITAS HEALTH CORPORATION</b>					
MERITAS HEALTH CORPORATION	MERITAS HEALTH CORPORATION	12/06/2022	EMPLOYEE LAB	10-115-000-30800	289.00
<b>Purchased From Vendor MERITAS HEALTH CORPORATION Total:</b>					<b>289.00</b>
<b>Purchased From Vendor: MIDWEST SHREDDING SERVICE LLC</b>					
MIDWEST SHREDDING SERVICE ...	MIDWEST SHREDDING SERVICE ...	12/06/2022	SHREDDING/ CITYWIDE/ OCTO...	10-224-000-34002	115.00
<b>Purchased From Vendor MIDWEST SHREDDING SERVICE LLC Total:</b>					<b>115.00</b>

## Expense Approval Report

Post Dates: 11/16/2022 - 12/7/2022

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
<b>Purchased From Vendor: MISSOURI AMERICAN WATER CO</b>					
MISSOURI AMERICAN WATER ...	MISSOURI AMERICAN WATER ...	12/01/2022	FINAL BILL	10-337-103-25400	84.07
			<b>Purchased From Vendor MISSOURI AMERICAN WATER CO Total:</b>		<b>84.07</b>
<b>Purchased From Vendor: MISSOURI NETWORK ALLIANCE</b>					
MISSOURI NETWORK ALLIANCE	MISSOURI NETWORK ALLIANCE	12/06/2022	INTERNET NOV 2022	10-112-000-40500	2,025.00
			<b>Purchased From Vendor MISSOURI NETWORK ALLIANCE Total:</b>		<b>2,025.00</b>
<b>Purchased From Vendor: MISSOURI STATE HIGHWAY PATROL</b>					
MISSOURI STATE HIGHWAY PA...	MISSOURI STATE HIGHWAY PA...	12/06/2022	ADMIN/HR CRIMINAL RECORDS...	10-115-000-30800	33.25
			<b>Purchased From Vendor MISSOURI STATE HIGHWAY PATROL Total:</b>		<b>33.25</b>
<b>Purchased From Vendor: NAVRATIL, FRANKIE J</b>					
NAVRATIL, FRANKIE J	NAVRATIL, FRANKIE J	12/06/2022	MUNICIPAL CONTRACT INDIGE...	10-216-000-21301	600.00
			<b>Purchased From Vendor NAVRATIL, FRANKIE J Total:</b>		<b>600.00</b>
<b>Purchased From Vendor: OLSSON</b>					
OLSSON	OLSSON	12/06/2022	41st & HORIZONS INTERSECTIO...	21-228-000-50000	5,260.00
			<b>Purchased From Vendor OLSSON Total:</b>		<b>5,260.00</b>
<b>Purchased From Vendor: P1 GROUP, INC</b>					
P1 GROUP, INC	P1 GROUP, INC	12/06/2022	PUBLIC SAFETY/ IT ROOM HUM...	10-337-103-41500	2,481.35
P1 GROUP, INC	P1 GROUP, INC	12/06/2022	CITY HALL / REPLACE CONTACT...	10-337-102-41500	2,770.72
P1 GROUP, INC	P1 GROUP, INC	12/06/2022	CITY HALL / CHECK VAV BOXES	10-337-102-41500	1,494.00
			<b>Purchased From Vendor P1 GROUP, INC Total:</b>		<b>6,746.07</b>
<b>Purchased From Vendor: PATEK &amp; ASSOCIATES LLC</b>					
PATEK & ASSOCIATES LLC	PATEK & ASSOCIATES LLC	12/06/2022	CONSULTING SERVICES - DECE...	10-112-000-21300	3,500.00
			<b>Purchased From Vendor PATEK &amp; ASSOCIATES LLC Total:</b>		<b>3,500.00</b>
<b>Purchased From Vendor: QUALITY PLUMBING INC</b>					
QUALITY PLUMBING INC	QUALITY PLUMBING INC	12/06/2022	CLEANED SAND OIL SEPARATOR	10-337-101-41500	537.50
QUALITY PLUMBING INC	QUALITY PLUMBING INC	12/06/2022	CLEANED SAND OIL SEPARATOR	10-337-103-41500	537.50
			<b>Purchased From Vendor QUALITY PLUMBING INC Total:</b>		<b>1,075.00</b>
<b>Purchased From Vendor: ROCKRIDGE QUARRY</b>					
ROCKRIDGE QUARRY	ROCKRIDGE QUARRY	12/06/2022	YARD WASTE DISPOSAL	10-331-000-26100	243.00
			<b>Purchased From Vendor ROCKRIDGE QUARRY Total:</b>		<b>243.00</b>
<b>Purchased From Vendor: SATELLITE SHELTERS, INC</b>					
SATELLITE SHELTERS, INC	SATELLITE SHELTERS, INC	12/06/2022	TRAILER RENTAL 11/22 TO 12/2...	10-226-000-44521	3,450.00
			<b>Purchased From Vendor SATELLITE SHELTERS, INC Total:</b>		<b>3,450.00</b>
<b>Purchased From Vendor: SEAL-O-MATIC PAVING CO., INC</b>					
SEAL-O-MATIC PAVING CO., INC	SEAL-O-MATIC PAVING CO., INC	12/06/2022	2022 STREET MAINTENANCE AS...	21-025-000-53000	370,259.75
			<b>Purchased From Vendor SEAL-O-MATIC PAVING CO., INC Total:</b>		<b>370,259.75</b>
<b>Purchased From Vendor: SHAWNEE MISSION FORD</b>					
SHAWNEE MISSION FORD	SHAWNEE MISSION FORD	11/16/2022	2022 FORD F150 4X4 SUPER CR...	30-112-000-60000	39,278.00
			<b>Purchased From Vendor SHAWNEE MISSION FORD Total:</b>		<b>39,278.00</b>
<b>Purchased From Vendor: SIGNATURE LANDSCAPE, LLC</b>					
SIGNATURE LANDSCAPE, LLC	SIGNATURE LANDSCAPE, LLC	12/06/2022	WINTERIZE SPRINKLER SYSTEM	10-336-113-42100	620.00
			<b>Purchased From Vendor SIGNATURE LANDSCAPE, LLC Total:</b>		<b>620.00</b>
<b>Purchased From Vendor: SMART PRO TECHNOLOGIES</b>					
SMART PRO TECHNOLOGIES	SMART PRO TECHNOLOGIES	11/22/2022	MICROSOFT 365 BUSINESS STA...	10-112-000-40700	1,988.10
			<b>Purchased From Vendor SMART PRO TECHNOLOGIES Total:</b>		<b>1,988.10</b>
<b>Purchased From Vendor: SOSAYA &amp; SONS CONSTRUCTION, INC.</b>					
SOSAYA & SONS CONSTRUCTIO...	SOSAYA & SONS CONSTRUCTIO...	12/06/2022	HORIZONS METER AND CONDU...	21-025-000-53000	5,899.00
			<b>Purchased From Vendor SOSAYA &amp; SONS CONSTRUCTION, INC. Total:</b>		<b>5,899.00</b>
<b>Purchased From Vendor: STAR SIGNS, LLC</b>					
STAR SIGNS, LLC	STAR SIGNS, LLC	12/06/2022	WAYFINDING SIGNAGE	21-025-000-53000	53,190.00
			<b>Purchased From Vendor STAR SIGNS, LLC Total:</b>		<b>53,190.00</b>
<b>Purchased From Vendor: STUBLER, SCOTT</b>					
STUBLER, SCOTT	STUBLER, SCOTT	12/01/2022	GYM REIMBURSEMENT - S. STU...	10-115-000-21301	48.45
			<b>Purchased From Vendor STUBLER, SCOTT Total:</b>		<b>48.45</b>

Expense Approval Report

Post Dates: 11/16/2022 - 12/7/2022

Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
<b>Purchased From Vendor: SUPERIOR ELECTRICAL CONSTRUCTION, INC</b>					
SUPERIOR ELECTRICAL CONSTR...	SUPERIOR ELECTRICAL CONSTR...	12/06/2022	DISPATCH KITCHEN ELECTRICAL	21-039-000-53000	3,362.13
<b>Purchased From Vendor SUPERIOR ELECTRICAL CONSTRUCTION, INC Total:</b>					<b>3,362.13</b>
<b>Purchased From Vendor: TURK, JAMES</b>					
TURK, JAMES	TURK, JAMES	12/06/2022	REIMBURSE 7 MNTHS GYM M...	10-115-000-21301	253.84
<b>Purchased From Vendor TURK, JAMES Total:</b>					<b>253.84</b>
<b>Purchased From Vendor: UMB BANK, N.A.</b>					
UMB BANK, N.A.	UMB BANK, N.A.	12/06/2022	ADMIN FEES / 11-1-21 TO 10-31...	40-111-000-79800	3,744.24
<b>Purchased From Vendor UMB BANK, N.A. Total:</b>					<b>3,744.24</b>
<b>Purchased From Vendor: WACA</b>					
WACA	WACA	12/06/2022	MEMBER DUES: ANITA MORAL...	10-216-000-34500	80.00
<b>Purchased From Vendor WACA Total:</b>					<b>80.00</b>
<b>Purchased From Vendor: WILLIAMS, ASHLEY</b>					
WILLIAMS, ASHLEY	WILLIAMS, ASHLEY	12/06/2022	REIMB CITY SHARE GYM MEMB...	10-341-000-22800	147.42
<b>Purchased From Vendor WILLIAMS, ASHLEY Total:</b>					<b>147.42</b>
<b>Purchased From Vendor: WILLIAMS, SPURGEON, KUHL &amp; FRESHNOCK ARCHITECTS, INC</b>					
WILLIAMS, SPURGEON, KUHL &...	WILLIAMS, SPURGEON, KUHL &...	12/06/2022	PUBLIC SAFETY RENO	21-086-000-50000	7,048.76
WILLIAMS, SPURGEON, KUHL &...	WILLIAMS, SPURGEON, KUHL &...	12/06/2022	PUBLIC SAFETY RENO	21-086-000-50000	4,395.20
<b>Purchased From Vendor WILLIAMS, SPURGEON, KUHL &amp; FRESHNOCK ARCHITECTS, INC Total:</b>					<b>11,443.96</b>
<b>Purchased From Vendor: WITT, HICKLIN, SNIDER &amp; FAIN, P.C.</b>					
WITT, HICKLIN, SNIDER & FAIN, ...	WITT, HICKLIN, SNIDER & FAIN, ...	12/06/2022	LEGAL - MUNICIPAL - UNLAWFU...	10-112-000-20300	325.00
<b>Purchased From Vendor WITT, HICKLIN, SNIDER &amp; FAIN, P.C. Total:</b>					<b>325.00</b>
<b>Purchased From Vendor: YMCA OF GREATER KANSAS CITY</b>					
YMCA OF GREATER KANSAS CITY	YMCA OF GREATER KANSAS CITY	12/06/2022	REIMB CITY'S SHARE/ EMPLOYE...	10-115-000-21301	409.50
YMCA OF GREATER KANSAS CITY	YMCA OF GREATER KANSAS CITY	12/06/2022	REIMB CITY'S SHARE / RESIDENT..	10-341-000-22800	20,902.50
YMCA OF GREATER KANSAS CITY	YMCA OF GREATER KANSAS CITY	12/06/2022	SUPPORT FEE	10-341-000-22801	3,313.33
<b>Purchased From Vendor YMCA OF GREATER KANSAS CITY Total:</b>					<b>24,625.33</b>
<b>Grand Total:</b>					<b>633,502.83</b>

**RESOLUTION NO. R-2022-127**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH MID-AMERICA REGIONAL COUNCIL**

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

**THAT** the Board of Aldermen hereby approves the Memorandum of Understanding with Mid-America Regional Council, a copy of which is attached in its substantial form, and further authorizes the Mayor to execute the same on the City's behalf;

**FURTHER THAT** the City Administrator and such other officials of the City may execute any other additional documents or take such other actions as are necessary, incidental or expedient to carry out the intent of the agreement approved and the authority granted herein.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

ATTEST:

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

**MID-AMERICA REGIONAL COUNCIL  
UPDATE TO STORMWATER ENGINEERING STANDARDS  
AND PLANNING GUIDELINES**

**MEMORANDUM OF AGREEMENT**

**PARTIES:**                    **City of City of Riverside, Missouri and Mid-America Regional Council,  
("MARC")**

**RECITALS:**

1. The American Public Works Association (APWA) – Kansas City Chapter adopted significant updates to regional engineering standards and criteria (“APWA 5600”) and planning guidelines (“MARC/APWA BMP Manual”) in 2005. These documents were subsequently updated in December 2010 and October 2012, respectively.
2. The majority of local governments in the Kansas City metro area adopt APWA engineering standards, tailoring regional approaches to meet local needs and opportunities.
3. The APWA-Kansas City Chapter Executive Committee voted in October 2021 to update regional standards upon the recommendation of the Sustainable Stormwater Task Force and Water Resources Committee.
4. Committee recommendations to update stormwater management approaches were based on changes in technology, modeling, data, and community priorities. Support for new stormwater management approaches is undergirded by concepts of integrated watershed management, climate resilience, environmental justice, and environmental stewardship.
5. The Project leverages substantial resources from a variety of Stakeholders. The following cities, counties and agencies have agreed to participate in the Project:
  - American Public Works Association – Kansas City Chapter
  - Cities of Bonner Springs, Gardner, Leawood, Lenexa, Merriam, Mission, Westwood and Westwood Hills in Kansas
  - Cities of Blue Springs, Excelsior Springs, Gladstone, Grandview, Independence, Kansas City, Liberty, North Kansas City, Parkville and Riverside in Missouri
  - Johnson and Miami Counties in Kansas
  - the Unified Government of Wyandotte County and Kansas City, Kansas,
  - Mid-America Regional Council.
6. APWA and community stakeholders have requested that MARC serve as the project manager for the study. MARC will coordinate and facilitate community and stakeholder participation in and contributions to the study. Further, MARC will manage procurement and contracting processes for consulting services for the study. Project technical and advisory groups will guide MARC activities including the development of a request for proposals/qualifications, and consultant selection, and the development of a detailed scope of work, schedule, and budget, and subsequent project activities.

**RESOLUTION NO. R-2022-127**

**PURPOSE:** The City Riverside, Missouri is interested in participating in a regional partnership to update regional stormwater management standards and planning approaches (“Project”).

**PROJECT COST** Total project cost is contingent upon contributions from participating communities and organizations, and upon the final scope of work agreed to by project stakeholders and consultants. The project is anticipated to be conducted from December 2022 – March 2025.

- Participating communities – Development of project scope, schedule, and budget and project consultants. Project contributions are estimated to be between \$740,000 - \$1 million.
- MARC – Management, facilitation and administration cost - \$59,270.

**EFFECTIVE** The parties mutually agree to Articles I, II, and III in accordance with this Agreement from the 1st day of December 2022 until the 31st day of March 2024. This agreement may be renewed thereafter to provide continued funding for the Project as mutually determined by project partners.

**ARTICLE I**

**City of Riverside AGREES:**

1. To fund its portion of the Project not to exceed \$2,500.00, with payment due on or before January 15, 2023.
2. To provide MARC at least sixty (60) day notice of its intent to no longer participate in the Project.

**ARTICLE II**

**MARC AGREES:**

1. To provide project management, administration and facilitation under the guidance of the project technical and advisory committees.
2. To manage the procurement of consulting services and subsequent contracts to develop and implement a scope of work, schedule and budget.
3. MARC will collect funds from the city and other stakeholders, and disburse funds to selected consultants; and
4. MARC will retain \$59,270 to administer and facilitate the project during the life of the study.

**ARTICLE III**

**BOTH PARTIES MUTUALLY AGREE:**

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon the City and MARC; and
2. That no third-party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

Mid-America Regional Council

David Warm  
Executive Director

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Date

**RESOLUTION NO. R-2022-127**

CITY OF RIVERSIDE, MISSOURI

By: \_\_\_\_\_

Name: Kathleen L. Rose

Title: Mayor

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

ATTEST:

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

COUNTERSIGNED BY CITY PURCHASING AGENT:

By: \_\_\_\_\_

Brian E. Koral, City Administrator

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

**RESOLUTION NO. R-2022-128**

**A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF RIVERSIDE, MISSOURI AND PATEK AND ASSOCIATES, LLC, REGARDING CONSULTING AND LOBBYING SERVICES**

**WHEREAS**, the City of Riverside, Missouri (the “City”) has negotiated with Patek and Associates, LLC (“Patek”) for the provision of lobbyist services by Patek and Associates, LLC to the City; and

**WHEREAS**, the City and Patek and Associates LLC have reached an agreement concerning the provision of lobbyist services as an independent contractor;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Aldermen of the City of Riverside, Missouri, as follows:

**THAT** The City of Riverside shall enter into an Agreement to be substantially in the form attached hereto as Exhibit A, with Patek and Associates, LLC whereby Patek and Associates, LLC shall provide lobbyist services, and as consideration for such services the City shall pay Patek and Associates, LLC, Three Thousand Five Hundred Dollars (\$3,500.00) per month for the duration of the contract (“Agreement”) until the Agreement expires or has been sooner terminated, pursuant to the provisions in Exhibit A.

**FURTHER THAT** the execution and delivery of the Agreement, with such additions and modifications deemed necessary by the Mayor or City Administrator to complete the same, is approved, and the City Administrator is authorized to execute the Agreement and to take such other actions reasonably necessary to carry out the intent of this Resolution on behalf of the City, the execution of the Agreement being conclusive evidence of such approval.

**PASSED AND ADOPTED** this Resolution shall be in full force and effect from and after its passage and approval.

Passed this \_\_\_\_\_ day of December 2022.

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

ATTEST:

\_\_\_\_\_  
City Clerk

“Exhibit A”

**Independent Contractor Agreement**

This Independent Contractor Agreement (“Agreement”) is made and entered into effective as of the 6<sup>th</sup> day of December 2022, by and between City of Riverside (“City”) and Patek & Associates, LLC. (“Consultant”).

**Recitals**

- A. City desires to obtain and make secure for itself the experience, abilities and services of the Consultant on the terms and under the conditions set forth herein for the purpose of obtaining Consultant’s advice to City regarding the City’s ongoing lobbying activities.
- B. The agreement of Consultant to enter into the provisions of this Agreement is a condition precedent to City engaging Consultant.
- C. Consultant is willing to enter into this written Agreement fixing Consultant’s engagement with the City.

Now, therefore, the parties agree as follows:

**Agreement**

- 1. **Engagement.** - Subject to the conditions set forth in this Agreement, City immediately engages Consultant and Consultant agrees to perform services for City as a lobbyist to Missouri state government and legislature during the term of this Agreement.
- 2. **Term of Engagement.** - Consultant’s engagement shall commence immediately upon passage of this resolution and continue until December 31, 2023, unless sooner terminated as set forth in paragraph 7 herein below.
- 3. **Compensation.** - In exchange for the services to be provided by Consultant to City hereunder, City agrees to pay the Consultant as follows: Consultant shall receive three thousand five hundred (\$3,500) per month for the duration of the contract until the Agreement expires or has been sooner terminated pursuant to the provisions of paragraph 7 herein below.
- 4. **Expenses.** - City shall pay reasonable and approved expenses of Consultant incurred in performing services for City hereunder, including meals and transportation/lodging not to exceed \$200 per month except by prior approval by City. Consultant will provide City with a monthly statement itemizing all expenses. City agrees that if this Agreement is terminated for any reason, City will pay all outstanding invoices and

“Exhibit A”

expenses that comply with the conditions and provisions of this Agreement.

**5. Independent Contractor.** - The relationship of Consultant to City is that of independent contractor. Nothing in this Agreement shall constitute or be deemed to constitute Consultant as the agent, representative, or legal representative of City for any purpose other than as a registered lobbyist of City, and Consultant shall not be considered as having employee status with City. Consultant is granted no right or authority to assume, or to create, any obligation or responsibility, express or implied, in the name or on behalf of City, except as may be provided in this Agreement or as may be specifically authorized in writing by City. Consultant will have the sole responsibility for the payment of any and all taxes with respect to amounts paid by City to Consultant hereunder and for the satisfaction of any and all claims made by third parties on account of Consultant’s conduct or that of Consultant’s employees or agents in performance of services rendered to City pursuant to this Agreement or otherwise. Consultant shall make no representations or warranties with respect to the services or activities of City, except as set forth in writing in City literature or public pronouncements.

**6. Indemnification.** – Each party agrees to indemnify, save and hold each other harmless from and against all acts, whether of omission or commission, by said party or party’s representatives or agents, and to indemnify and to save harmless from and against loss or damage of any nature, including costs of legal defense which the other party may sustain or become liable for by any reason of claims asserted against the other party on account of the acts or omissions of said party or party’s representatives or agents.

**7. Termination of Engagement.** - The engagement of Consultant by City hereunder (and any obligation of City to compensate Consultant) shall terminate upon the occurrence of any of the following:

**7.1 By the Parties.** - Either party may terminate this Agreement for any reason by notifying the other, upon written notice, sent by certified U.S. mail with return receipt verification, of its desire to terminate Consultant’s engagement hereunder, upon thirty (30) days notice. In the event this Agreement is terminated prior to the expiration date set forth in paragraph 2 hereinabove, City shall have no further obligation to compensate Consultant beyond the thirty (30) days’ notice.

**7.2 Business Termination.** - The termination of business by City.

## **8. Confidentiality.**

**8.1 Covenant.** - Consultant agrees that (i) Consultant will treat as confidential all Proprietary Information (as hereinafter defined) which may be made or become available to consultant; (ii) Consultant will not disclose any Proprietary Information to any other person for any purpose without the prior written consent of City; (iii) Consultant will use all Proprietary Information only in connection with Consultant providing services to City and not for any other purpose; and (iv) Consultant will prevent disclosure of any Proprietary Information by any partner, agent or representative of Consultant to others and assume liability for any breach of this Agreement and for any disclosure or use of Proprietary Information by Consultant or any for Consultant’s partners, agents or representatives. Consultant’s obligation to maintain the confidentiality of and not wrongfully use the Proprietary Information is unconditional, shall survive the expiration or termination of this Agreement or Consultant’s engagement with City, as shall not be excused whether or not Consultant continues the relationship with City contemplated hereby.

**8.2 Definition.** For the purposes of this Agreement, “Proprietary Information” means any and all information and knowledge including, without limitation, data, documentation, methods, procedures, contact and contributor lists, and all data processing related materials or information, and other data relating to City, except information which consultant can demonstrate came to Consultant’s attention prior to disclosure thereof by City, or which, at the time of disclosure to Consultant, had become a part of the public domain, through publication or communication by others; or which after disclosure to Consultant, becomes a part of the public domain, through publication or communication by others.

**8.3 Return of Documentation, Etc.** Consultant agrees that all documents and other tangible property of any nature pertaining to the activities of City or to any Proprietary Information, in Consultant’s possession now or at any time during the period of Consultant’s engagement with City, including, without limitation, memoranda, notebooks, notes, data sheets, records, contact or contributor telephone numbers and address lists, and electronic or mechanical data storage devices and records, are and shall be the property of City and that they and all copies of them shall be surrendered to City whenever requested by City from time to time following termination of Consultant’s engagement hereunder but in no event later than December 31, 2012. Notwithstanding any of the above provisions of this paragraph, the Consultant shall be entitled to retain copies of any documents created by the Consultant pursuant to this Agreement, which do not constitute Proprietary Information as defined above.

“Exhibit A”

**9. Records/Work Product.** Consultant agrees to keep records of all work performed on behalf of City. The parties acknowledge and agree that all such records and the work product resulting from the Consultant’s efforts on behalf of City shall be the sole property of City. Work product shall include, but not be limited to, mailing lists, lists of members in City, lists of prospective members of City, results of polling data, and any and all other data and documentation regarding City, including, but not limited to, all Proprietary Information identified above. Consultant further agrees to surrender to City any and all such data, records and information at City’s request for any reason, or at termination of this Agreement. The Consultant may retain copies of work product that does not meet the definition of Proprietary Information.

**10. Miscellaneous.**

**10.1 Notice.** All notices provided for herein shall be sent certified mail, postage prepaid, and addressed as follows:

To Consultant:

Patek & Associates, LLC  
P.O. Box 1933  
Jefferson City, MO 65102

To City:

City of Riverside  
c/o City Administrator  
2950 Northwest Vivion Road  
Riverside, MO 64150

**10.2 Binding Effect.** The provisions hereof shall be binding upon and shall insure to the benefit of City and Consultant, their respective heirs, personal representatives, successors and assigns. Neither this Agreement, nor any of the rights or obligations of either party hereunder, may be assigned, in whole or in part, except that this entire Agreement may be assigned by City to any entity succeeding to substantially all of City’s operations and assets by liquidation, merger or sale.

**10.3 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri without giving effect to the choice of law provisions thereof.

“Exhibit A”

**10.4 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes and terminates any prior oral or written understandings or agreements between the parties relating to matters addressed herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by an authorized officer of the respective parties.

**10.5 Waiver.** The failure of either party to this Agreement to object or take affirmative action with respect to any conduct by the other which is in violation of the terms of this Agreement shall not be construed as a waiver thereof, or of any future breach of subsequent wrongful conduct.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be duly executed on their behalf by their respective officers and, as of the day and year first above written.

Dated: \_\_\_\_\_  
By: City of Riverside, (“City”);  
\_\_\_\_\_

Dated: \_\_\_\_\_  
By: Patek & Associates, LLC,  
 (“Consultant”); Jewell Patek

**A RESOLUTION APPROVING TASK ORDER NUMBER 9 WITH MCCLURE**

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

**THAT** the Riverside Board of Aldermen hereby approves Task Order Number 9 by and between the City of Riverside and McClure, in substantially the form attached hereto, and the Mayor is authorized to execute the Task Order Number 9 on behalf of the City; and

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

**FURTHER THAT** this Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED AND PASSED this 6<sup>th</sup> day of December 2022.

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

ATTEST:

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

**Task Order Number 9  
For Engineering Services**

This Task Order is entered into as of the December 6, 2022 (the “Effective Date”), by and between McClure, an Iowa corporation having an office at 1700 Swift St, Suite 100, North Kansas City, Missouri 64116 (“McClure”) and the City of Riverside, Missouri, a Missouri municipal corporation (the “City”).

**WHEREAS**, the City has engaged McClure to provide engineering services pursuant to the Agreement for Engineering Services dated October 6, 2020, pursuant to which the City may task McClure to provide additional professional engineering services on a project-specific basis by acknowledging a separate Task Order.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

- 1. Incorporation of Base Agreement.** This Task Order is subject to all terms and conditions contained in the Agreement for Engineering Services dated October 6, 2020, that are not inconsistent with the specific terms contained herein, and the Agreement for Engineering Services dated October 6, 2020, between the parties is incorporated herein as if set forth in full by this reference.
- 2. Scope of Services.** The Scope of Services pursuant to this Task Order are as contained in Exhibit A.
- 3. Term.** McClure shall begin work pursuant to this Task Order No. 9 upon its Effective Date and shall continue until the Line Creek Trail Connector 218-018 (“Project”) is completed as evidenced by final acceptance of the Project by the City.
- 4. Compensation.** Unless compensation is set forth in this Task Order, compensation shall be as provided in the Agreement for Engineering Services dated October 6, 2020, between the parties.
- 5. Project Schedule.** See project schedule in Exhibit A.

**IN WITNESS WHEREOF**, the McClure and the City have executed this Agreement as of the Effective Date.

**MCCLURE:**

**CITY OF RIVERSIDE, MISSOURI:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Kathleen L. Rose

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

Title: Mayor

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

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

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

By: \_\_\_\_\_

Name: Brian Koral

Title: City Administrator

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

## **Exhibit A to Task Order 9**

### **Scope of Services for**

### **Line Creek Trail Connector (218-018)**

#### **PROJECT DESCRIPTION**

The City of Riverside desires to connect the Line Creek Trail from its termination at Vivion Road to Renner Brenner Park. McClure has prepared construction documents for the City to utilize for bidding and construction. McClure's scope for this task order shall include bidding services and construction administration.

#### **SCOPE OF SERVICES**

- 1. Bidding Services** - McClure will assist with the pre-bid meeting, answering bidder questions, and preparing addenda. The City will review bids received.
- 2. Construction Administration** – McClure will provide construction administration services on as needed basis to include, but not be limited to: contractor submittal reviews and approvals. Review of on-site work will typically be handles by City staff. Construction is anticipated to take 120 calendar days plus bridge design and fabrication by the manufacturer.

**Exhibit B for Task Order Number 9**

Compensation (Hourly Not to Exceed)

**Fee and Hour Summary by Task :**

<b>NO.</b>	<b>TASK</b>	<b>HOURS</b>	<b>FEE</b>
<b>1</b>	<b>Bidding Services</b>	<b>16</b>	<b>\$2,960</b>
<b>2</b>	<b>Construction Administration</b>	<b>24</b>	<b>\$4,440</b>

**FEE**

The scope of services shall be completed under this authorization for an hourly-not-to-exceed fee of \$7,400.00 dollars. RIVERSIDE shall compensate McClure for these services, based upon hourly rates.



Upstream from ordinary.

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

**MEMO DATE:** November 16, 2022  
**AGENDA DATE:** December 6, 2022  
**TO:** Mayor and Board of Aldermen  
**FROM:** Noel Bennion  
**RE:** Change Order 7: Crossland Construction Company, Inc.  
 Additions & Renovation Riverside Public Safety (537-086)

**BACKGROUND:** This change order includes several items. Lighting plan errors showed two less vanity lights in the bathroom. These lights are needed and are added to the project. A plan error also did not adjust the interview room lights (\$3,638.41). We found a small cost savings by changing the bunk room lights to a fixture with an integral switch (-\$1,161.43). The design was adjusted to add more sheetrock above the lockers and create a plenum air space for maximum locker ventilation (\$3,505.95).

**BUDGETARY IMPACT:** An increase of \$5,982.93.

Original Contract Amount	\$4,717,000.00
Total of Previous Changes**	\$ 101,987.78
Total this Change Order	\$ 5,982.93
Current Contract Total	\$4,824,970.71

**RECOMMENDATION:** Staff recommends approval of the resolution and acceptance of the change order with Crossland Construction Company, Inc.

**\*\*LISTING OF PREVIOUS CHANGE ORDERS:**

CO1: Relocate conduit in walls	\$ 33,413.48
CO2: Replace degraded sewer pipe	\$ 9,671.55
CO3: Reuse existing VAV units	-\$ 2,535.81
CO4: Keep existing windows	-\$ 3,520.91
CO5: Lighting, vapor barrier, panels	\$ 2,425.95
CO6: Rated Ceilings, floor drains, roof coping, broken sanitary pipe	\$ 62,533.52
Total	\$101,987.78

**RESOLUTION NO. R-2022-130**

**A RESOLUTION APPROVING CHANGE ORDER 7 TO THE AGREEMENT WITH  
CROSSLAND CONSTRUCTION COMPANY, INC. FOR ADDITIONS &  
RENOVATIONS RIVERSIDE PUBLIC SAFETY RESULTING IN A REVISED  
CONTRACT AMOUNT OF \$4,824,970.71 FOR SUCH PURPOSES**

**WHEREAS**, the City of Riverside (“City”) issued an Invitation to Bid for the Additions & Renovations Riverside Public Safety (Project No. 537-086) (“Project”) which was awarded to Crossland Construction Company, Inc. (“Crossland”) pursuant to Resolution R-2022-038; and

**WHEREAS**, the Board of Aldermen finds that it is in the best interest of the City to approve Change Order 7 to the agreement with Crossland, resulting in a total revised contract amount not to exceed \$4,824,970.71.

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

**THAT** Change Order 7 to the Agreement between the City and Crossland, a copy of which is attached hereto and incorporated herein, is approved and the Mayor is authorized to execute the same on behalf of the City. The resulting revised total contract amount shall not exceed \$4,824,970.71.

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

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 6th day of December 2022.

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Kathleen L. Rose, Mayor

ATTEST:

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Robin Kincaid, City Clerk



# AIA®

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Additions & Renovation  
 Riverside Public Safety  
 2990 NW Vivion Rd.  
 Riverside, MO 64150

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
 Date: May 16, 2022  
 Notice to Proceed: July 11, 2022

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 007  
 Date: November 15, 2022

**OWNER:** *(Name and address)*  
 City of Riverside  
 2950 NW Vivion Road  
 Riverside, MO 64150

**ARCHITECT:** *(Name and address)*  
 WSKF, Inc.  
 110 Armour Road  
 North Kansas City, MO 64116

**CONTRACTOR:** *(Name and address)*  
 Crossland Construction Company, Inc.  
 833 S. East Avenue  
 Columbus, KS 66725

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- Per PCO0009, dated 11/15/22, the cost to install a second vanity light at the restrooms and call light revisions:  
**\$3,638.41 Increased Cost**
- Per PCO0021, dated 11/15/22, the cost to switch sconce fixtures in the bunk rooms. Includes the removal of the switches shown in the drawings:  
**\$1,161.43 Decreased Cost**
- Per PCO0028, dated 11/11/22, the cost for the air plenum hard lids above the lockers to create a sealed plenum for exhaust. Crossland Construction Company, Inc. to frame, install drywall, and tape seams to seal. No finishing is required:  
**\$3,505.95 - Increased Cost**

### **\$5,982.93 - Total Increased Cost for Change Order No. Seven.**

The original Contract Sum was	\$ 4,717,000.00
The net change by previously authorized Change Orders	\$ 101,987.78
The Contract Sum prior to this Change Order was	\$ 4,818,987.78
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,982.93
The new Contract Sum including this Change Order will be	\$ 4,824,970.71

The Contract Time will be increased by Zero (0) days.  
 The new date of Substantial Completion will be March 8, 2023

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

WSKF, Inc.  
**ARCHITECT** *(Firm name)*  
 Rick Kuhl, RA Digitally signed by Rick Kuhl, RA  
 DN: C=US, E=rickuhl@wskfarch.com,  
 O=WSKF, Inc., CN=Rick Kuhl, RA  
 Date: 2022.11.16 12:25:34-06'00'  
 \_\_\_\_\_  
**SIGNATURE**  
 Rick Kuhl, Principal  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 11/16/2022  
 \_\_\_\_\_  
**DATE**

Crossland Construction Company, Inc.  
**CONTRACTOR** *(Firm name)*  
 Ryan Wacker Digitally signed by Ryan Wacker  
 DN: c=US, E=ryanw@crossland.com,  
 O=Crossland Construction Company,  
 CN=Ryan Wacker  
 Date: 2022.11.16 12:20:07-06'00'  
 \_\_\_\_\_  
**SIGNATURE**  
 Ryan Wacker, Project Manager  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 11/16/2022  
 \_\_\_\_\_  
**DATE**

City of Riverside  
**OWNER** *(Firm name)*  
 \_\_\_\_\_  
**SIGNATURE**  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 \_\_\_\_\_  
**DATE**



Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 11/15/2022

Number: 0009

Subject: PR008 - Vanity and Interview Room Lights\_Rev2

Source of Funding: Owner Contract Change Order

Description

Cost to install a second vanity light at the restrooms and call light revisions.

Days Requested: 0

Change Total: \$3,638.41

Item Number	Description	Amount
01	Cost for install of electrical/data scope in PR008.	\$3,465.16
	Profit & Overhead	\$173.25

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: Riverside Public Safety**

**Project #: 47570**

**Client PCO #:**

---

**Work Description**

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PR-EIGHT 008

Install (2) additional M type fixtures.

Demo (2) existing ceiling mounted red call lights and replace with wall mounted blue call lights.

# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
 Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: 47570**

**Project #: Riverside Public Safety**

**Client PCO #:**

**Itemized Description**

<b>Description</b>	<b>Qty</b>	<b>Total Mat. \$</b>	<b>Total Hours</b>
M - Vanity Light	2.000	0.00	1.400
3/4"Conduit - EMT 10' Lengths	100.000	111.55	3.200
3/4"Coupling - EMT Set Screw Steel	10.000	3.88	0.400
3/4"Connector - EMT Set Screw Steel	8.000	2.14	0.800
2-1/8" D4" Square Box 1/2 & 3/4" KO	4.000	6.09	0.920
4" Square Box Cover Flat Blank - Steel	4.000	1.62	0.100
#12 BlackWire THHN / T90 - Copper	220.000	43.01	1.133
#12 GreenWire THHN / T90 - Copper	110.000	21.51	0.567
#16 to #10Wire Connector Live Spring Twist-On - 600V	12.000	2.07	0.840
3/4" x 1/4"Conduit Clip Snap Close Flange Hanger Bottom Mount	10.870	22.04	0.891
#8 x 1/2"Self-Tapping Screw Wafer Head Phillips up to 12 Gauge	8.000	0.32	0.192
3/4" x 1/4"Conduit Clip Snap Close w/ Box Support Flange Hanger Bottom Mount	4.000	39.65	0.368
Demolition - Wall Mount Exposed Lamp(s) Incandescent	2.000	0.00	0.400
Strobe - Wall Mounted - Red - Marked "FIRE" - EG1RF-VM	3.000	862.50	1.200
Relay and Box	1.000	100.00	2.000
<b>Totals</b>	<b>498.870</b>	<b>1,216.38</b>	<b>14.411</b>

# Proposed Change Order

WACHTER, INC.  
 16001 W 99th St  
 Lenexa, Kansas 66219

Client Address:

Contract Name: **Riverside- Crossland Construction**  
 Contract #: 1  
 Project Name: 47570  
 Project #: Riverside Public Safety  
 Client PCO #:

---

## Summary

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<b>Extension Materials</b>					<b>%</b>	<b>Total</b>	
Database Material						1,216.38	
Total Extension Material Cost						<u>1,216.38</u>	
Material Markup					10.00	<u>121.64</u>	
<b>Total Extension Material</b>							<b>1,338.02</b>
<b>Designation Quotes</b>		<b>Cost</b>	<b>Tax %</b>	<b>OH %</b>	<b>MU %</b>		<b>Total</b>
INTERIOR LIGHTING		598.00	0.000	0.000	10.000		657.80
<b>Designation</b>		<b>Quantity</b>	<b>Unit Cost</b>		<b>Extended Cost</b>		
M - Vanity Light		2.000	299.00		598.00		
<b>Total Designation Quotes</b>							<b>657.80</b>
<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Sub Total</b>		<b>%</b>		<b>Total</b>
Field Labor							
Crew RATE ST	14.411	92.69	<u>1,335.76</u>				
Total Field Labor						<u>1,335.76</u>	
Total Labor Cost						1,335.76	
Labor Markup					10.000	<u>133.58</u>	
<b>Total Labor</b>							<b>1,469.34</b>
<b>Sub Total 1</b>							<b>3,465.15</b>
<b>Sub Total 2</b>							<b>3,465.16</b>
<b>Total</b>							<b>3,465.16</b>

---

## Contractor Certification

<b>Name:</b>	_____
<b>Date:</b>	_____
<b>Signature:</b>	_____
I hereby certify that this quotation is complete and accurate based on the information provided	

# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: 47570**

**Project #: Riverside Public Safety**

**Client PCO #:**

---

## Client Acceptance

**PCO #:** 8

**Final Amount:** \$ 3,465.16

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Change Order #:** \_\_\_\_\_

I hereby accept this quotation and authorize the contractor to complete the above described work

---

## Work Description



Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 11/15/2022

Number: 0021

Subject: PR021 Bunk Room Sconce\_Rev

Source of Funding: Owner Contract Change Order

Description

Cost to switch sconce fixtures in the bunk rooms. Includes the removal of the switches shown in the drawings.

Days Requested: 0

Change Total: \$(1,161.43)

Item Number	Description	Amount
01	Deduct associated with the sconce light/switch change.	\$(1,106.12)
	Profit & Overhead	\$(55.31)

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: Riverside Public Safety**

**Project #: 47570**

**Client PCO #:**

---

**Work Description**

**PR TWENTY-ONE (021)**

**ELECTRICAL**

**Sheet E101**

1. Removed separate switch at the bunk room bed light location. Fixture to be provided with integral switch.

**Sheet E301**

1. Revised light fixture schedule for Type J light fixture.

# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: 47570**

**Project #: Riverside Public Safety**

**Client PCO #:**

---

**Itemized Description**

---

<b>Description</b>	<b>Qty</b>	<b>Total Mat. \$</b>	<b>Total Hours</b>
J - Wall Sconce	-6.000	0.00	-4.200
J - Wall Sconce w/Switch	6.000	0.00	4.200
2-1/8" D4" Square Box 1/2 & 3/4" KO	-6.000	-9.14	-1.380
1-Gang x 5/8" D4" Square Plaster Ring - Steel	-6.000	-3.57	-0.600
Square Box Mounting Bracket to 2-1/2 or 3-1/2" Stud	-6.000	-14.25	-0.300
Ground Screw w/ Insulated #12 Lead	-6.000	-4.04	-0.180
#8 x 1/2" Self-Tapping Screw Wafer Head Phillips up to 12 Gauge	-12.000	-0.47	-0.288
15A 120-277V Ivory Toggle Switch Single Pole - Commercial Grade	-6.000	-27.46	-0.840
1-Gang Ivory Standard Toggle Switch Wallplate - Nylon	-6.000	-1.93	-0.180
<b>Totals</b>	<b>-48.000</b>	<b>-60.86</b>	<b>-3.768</b>

# Proposed Change Order

WACHTER, INC.  
 16001 W 99th St  
 Lenexa, Kansas 66219

Contract Name: Riverside- Crossland Construction  
 Contract #: 1  
 Project Name: 47570  
 Project #: Riverside Public Safety  
 Client PCO #:

Client Address:

## Summary

<b>Extension Materials</b>					<b>%</b>	<b>Total</b>	
Database Material						-60.86	
Total Extension Material Cost						-60.86	
<b>Total Extension Material</b>							<b>-60.86</b>
<b>Designation Quotes</b>		<b>Cost</b>	<b>Tax %</b>	<b>OH %</b>	<b>MU %</b>		<b>Total</b>
INTERIOR LIGHTING		-696.00	0.000	0.000	0.000		-696.00
<b>Designation</b>		<b>Quantity</b>	<b>Unit Cost</b>		<b>Extended Cost</b>		
J - Wall Sconce		-6.000	436.00		-2,616.00		
J - Wall Sconce w/Switch		6.000	320.00		1,920.00		
<b>Total Designation Quotes</b>							<b>-696.00</b>
<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Sub Total</b>		<b>%</b>		<b>Total</b>
Field Labor							
Crew RATE ST	-3.768	92.69	-349.26				
Total Field Labor						-349.26	
Total Labor Cost						-349.26	
<b>Total Labor</b>							<b>-349.26</b>
<b>Sub Total 1</b>							<b>-1,106.12</b>
<b>Sub Total 2</b>							<b>-1,106.12</b>
<b>Total</b>							<b>-1,106.12</b>

## Contractor Certification

<b>Name:</b>	_____
<b>Date:</b>	_____
<b>Signature:</b>	_____
I hereby certify that this quotation is complete and accurate based on the information provided	

## Client Acceptance

<b>PCO #:</b>	<b>11</b>
<b>Final Amount:</b>	<b>-\$ 1,106.12</b>
<b>Name:</b>	_____
<b>Date:</b>	_____
<b>Signature:</b>	_____
<b>Change Order #:</b>	_____
I hereby accept this quotation and authorize the contractor to complete the above described work	

# Proposed Change Order

**WACHTER, INC.**

16001 W 99th St  
Lenexa, Kansas 66219

Client Address:

**Contract Name: Riverside- Crossland Construction**

**Contract #: 1**

**Project Name: 47570**

**Project #: Riverside Public Safety**

**Client PCO #:**

## Work Description

---



Potential Change Order

Riverside Public Safety Additions and Renovation -  
22MO17RWZD  
2990 NW Vivion Road  
Riverside, MO 64150

22MO17RWZD

Date: 11/11/2022

Number: 0028

Subject: Framing and Drywall for Locker Air Plenums

Source of Funding: Owner Contract Change Order

Description

Cost for the air plenum hard lids above the lockers to create a sealed plenum for exhaust. We are to frame, install drywall, and tape seams to seal. No finishing is required.

Days Requested: 0

Change Total: \$3,505.95

Item Number	Description	Amount
01	Cost to frame air return plenum and add drywall and tape to seal off.	\$3,339.00
	Profit & Overhead	\$166.95

Approved By:

By \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Riverside Public Safety



Kevin Kimbrough <aaabuilders@gmail.com>  
To Ryan Wacker

[↩ Reply](#) [↩ Reply All](#) [→ Forward](#)  [⋮](#)

Tue 11/8/2022 10:01 AM

**EXTERNAL EMAIL:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ryan,

The following are extras on the Riverside Public Safety project:

~~Deduct for 6" wall with densglass~~  
~~-\$1,082.00~~

~~Remove 5 windows~~  
~~-\$2,000.00~~

~~To reframe/repair doorway going into hallway~~  
~~Material: \$200.00~~  
~~Labor: \$400.00~~  
~~TOTAL: \$600.00~~

To drywall inside soffits for return air  
Material: \$787.00  
Labor: \$2,552.00  
TOTAL: \$3,339.00

**AN ORDINANCE AUTHORIZING THE LEASE OF CERTAIN PROPERTY BY THE CITY AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS RELATED THERETO**

**WHEREAS**, the City of Riverside, Missouri (“City”) owns certain real property located at the northwest intersection of Horizons Parkway and I-635 in the City of Riverside, Missouri, (“Project Site”); and

**WHEREAS**, Tenant intends to lease and develop the Project Site as a mixed use Site; and

**WHEREAS**, in consideration of the rent to be paid to the City by Tenant pursuant to the lease of the Project Site, the City Staff recommends the City execute a Lease with the Tenants, in substantially the same form as **Exhibit A**, attached hereto and incorporated herein (the “Lease”), for the Project Site; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to authorize leasing of the Project Site pursuant to the Lease, in substantially the same form and subject to the same terms and conditions as **Exhibit A**, between the City and the Tenant.

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

**SECTION 1. BEST INTEREST OF THE CITY AND APPROVAL OF CONSIDERATION AND TERMS:** The Board of Aldermen find it is in the best interest of the City, in order to further the economic development objectives of the City, and further, the Board of Aldermen hereby approve and authorize the execution of a Lease in substantially the same form as that attached hereto and incorporated herein as **Exhibit A**, between the City and the Tenant.

**SECTION 2. AUTHORITY GRANTED.** The Mayor is hereby authorized and directed to execute the Lease in substantially the same form as that attached hereto as **Exhibit A**, and the Mayor, City Administrator, Special Counsel to the City - Spencer Fane LLP, and other appropriate officials and employees of the City are hereby authorized and directed to take such further action related thereto as is otherwise necessary or desirable to carry out and comply with the intent of this Ordinance.

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

**PASSED AND APPROVED:** the \_\_\_\_ day of December 2022.

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Spencer Fane LLP,  
Special Counsel to the City  
by Joe Bednar

**EXHIBIT A**

**LEASE**

## LEASE AGREEMENT

This LEASE AGREEMENT (this “Lease”) is made this \_\_\_\_\_ day of December, 2022 (the “Effective Date”), by and between the City of Riverside, Missouri, a fourth-class city organized and existing under the laws of the State of Missouri (hereinafter referred to as “Landlord”), and Live Nation Entertainment, Inc., a Delaware corporation (hereinafter referred to as “Tenant”) (collectively the “Parties”).

### RECITALS:

A. Landlord is the owner of certain real property located at the northwest intersection of Horizons Parkway and I-635 in the City of Riverside, Missouri, and more particularly described in **Exhibit A** attached hereto and made a part hereof (the “Project Site”).

B. Landlord and Tenant intend for Tenant to cause the development of the Project Site to include: (1) a live entertainment venue amphitheater having a sellable, visible general admission capacity of approximately 12,000 fixed seats and approximately 6,000 lawn seats for a total capacity of approximately 18,000 seats, subject to reasonable adjustments in such fixed seat and lawn capacities as determined by Tenant (the “Amphitheater”); (2) additional ancillary structures along with associated food and beverage areas to serve the Amphitheater and its customers (the “Ancillary Structures”); (3) 1,920 paved and striped parking spaces and 4,446 grass or paved parking spaces for a total of 6,366 parking spaces (collectively, the “Parking Areas”); (4) a separate future development parcel illustrated and described in the Development Agreement (defined below)(the “Future Development Parcel”) upon which Tenant intends to develop such Parcel and vertical improvements which Tenant may desire to sublease to retail and hospitality subtenants serving the general public, not solely customers of the Amphitheater, and the design and location of the vertical improvements may be altered from time to time in connection with subleases and licenses entered with third parties for the use of such Future Development Parcel pursuant to and consistent with the Development Agreement; (5) the installation of public gas, water, electric, storm water and sanitary sewer facilities to the Project Site (collectively, “Utilities”) in capacities sufficient for the operation of the Amphitheater Site (as defined below) and the Future Development Parcels; and (6) offsite and onsite vehicular roadways providing public access to the Project Site from the adjacent public street (the “Roadways”). Collectively, the Amphitheater, Ancillary Structures, Parking Areas, Utilities, Roadways and Future Development Parcel are the “Project” and are generally depicted on **Exhibit B** attached hereto and made a part hereof (the “Project Site Plan”).

C. Tenant has developed a “Project Budget”, which identifies certain components of the Tenant’s estimate of the hard and soft costs currently anticipated to be necessary to complete the Project (“Project Costs”), attached hereto and made a part hereof as **Exhibit C**, and Landlord and Tenant have developed the anticipated revenue sources to pay for such costs (“Project Budget”), attached hereto and made a part hereof as **Exhibit D**.

D. Landlord and Tenant desire to enter into this Lease to lease the Project Site, and enter into a separate development agreement providing for a development plan for the development of the Project Site (the “Development Agreement”), all of which will be leased to the Tenant by the Landlord. Tenant desires to subdivide and sublease parcels of the Future Development Parcel to retail and hospitality subtenants serving the general public, not solely customers of the Amphitheater (in addition the Parties acknowledge there may be a need for the Tenant to enter into another separate agreement with the State or an agency or subdivision thereof relating to the construction, operation and maintenance of the Parking Areas), upon the terms and conditions set forth herein and therein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord and Tenant hereby agree as follows:

**I.**  
**RECITALS AND DEFINITIONS**

**1.0** **Incorporation of Recitals.** The Recitals above are hereby acknowledged and accepted by the Parties and are hereby incorporated into this Lease as if fully set forth in this Section 1.

**1.1** **Definitions.** Except as otherwise provided in this Lease, certain words and terms shall have the meanings as set forth below:

(a) **“Additional Rent”**, means all amounts due to Landlord, payable by Tenant under the provisions of this Lease, in addition to the Base Rent.

(b) **“Amphitheater”**, means an outdoor live entertainment amphitheater structure having a sellable, visible general admission capacity of approximately 12,000 fixed seats and approximately 6,000 lawn seats for a total capacity of approximately 18,000 seats (subject to reasonable adjustments in such fixed seat and lawn capacities as determined by Tenant) to host concerts and other events;

(c) **“Amphitheater Site”**, means the parcels upon which the Amphitheater and Ancillary Structures are constructed as illustrated in Exhibit B;

(d) **“Ancillary Structures”**, means food and beverage areas and other structures to serve the Amphitheater and its customers, provided, however, Tenant may alter the design and location of the Ancillary Structures from time to time in connection with subleases and licenses entered into by Tenant with third parties for the use of such areas;

(e) **“Base Rent”**, means the amount due from the Tenant to the Landlord for the use of the Amphitheater Site during the Term of this Lease set out in Section 5.0 of this Lease;

(f) **“Chapter 100”** means the tax relief incentives to be utilized to construct vertical improvements upon the Amphitheater Site pursuant to Sections 100.010-100.200 RSMo. and collectively with Article VI Section 27(b) of the Missouri Constitution (the “Act”);

(g) **“Commencement Date”** means the first date by which all of the conditions precedent in favor of Landlord and Tenant in Section 22.15 have been satisfied or waived by the party which they benefit;

(h) **“Conceptual Project Budget” or “Project Budget”**, means the Tenant’s estimate of the cost to construct the Amphitheater Site, the Parking Areas, and the Utilities, and Roadways to be built to serve the Project Site, and the anticipated revenue sources to pay for such costs, as illustrated in **Exhibit C** attached hereto and incorporated herein;

(i) **“Development Agreement”**, means the agreement by that name between the Landlord and Tenant relating to the development of the Project Site or any portion thereof;

(j) **“Landlord”**, means the City of Riverside, Missouri, a fourth-class city organized and existing under the laws of the State of Missouri;

(k) **“Landlord Permitted Uses”**, means civic uses and events including, without limitation, school musicals, graduations and ceremonies;

(l) **“Lease”**, means this Lease Agreement and its attachments, as may be amended;

(m) **“Lease Expiration Date”**, means the 20<sup>th</sup> anniversary of the Rent Commencement Date;

(n) **“Parking Agreement”**, means any agreement in effect at any time between Tenant and the State or any agency or subdivision thereof relating to Tenant’s parking operations and the construction and/or maintenance of the Parking Areas by the State or any agency or subdivision thereof.

(o) **“Parking Areas”**, means 1,920 paved and striped parking spaces and 4,446 grass or paved parking spaces for a total of 6,366 parking spaces, which may be owned, constructed and maintained by a public entity, and which may be leased by (but shall in all cases be managed and operated by) Tenant;

(p) **“Permitted Use”** is defined in Section 4.0;

(q) **“Plans”**, means plans, specifications, and construction drawings to be agreed on by Landlord and Tenant during the period contemplated in Section 22.15 hereof;

(r) **“Premises”**, means the Amphitheater, Ancillary Structures and Parking Areas shown as part of the Project Site in **Exhibit B** (which exhibit more fully shows the boundaries of the Premises);

(s) **“Project”**, means the Amphitheater, Ancillary Structures and, to the extent desired by Tenant (or required by the Development Agreement), the mixed used developments on the Future Development Parcel (“Vertical Improvements”), as well as the Parking Areas, Roadways, Utilities and other infrastructure constructed to serve the Project (“Horizontal Improvements”);

(t) **“Project Costs”**, means Tenant’s estimate of the hard and soft costs necessary to complete the Project, as set forth on **Exhibit C**;

(u) **“Project Site”**, means the land parcels, as illustrated and depicted on **Exhibit A**, upon which the Project shall be constructed;

(v) **“Project Site Plan”** is illustrated and depicted on **Exhibit B**;

(w) **“Renewal Options”**, means the right and option to extend the Initial Term for five (5) consecutive and individual periods of 10 years each;

(x) **“Rent”**, means the amount of money paid to the Landlord for the use and enjoyment of the Project Site;

(y) **“Rent Commencement Date”** shall have the meaning given in Section 2.2 of this Lease;

(z) **“State”**, means the State of Missouri;

(aa) **“Tenant”**, means Live Nation Entertainment, Inc., a Delaware corporation;

(bb) **“Tenant Contribution”**, means the funds required to pay for the completion of the Vertical Improvements to be constructed and maintenance of the Project Site by Tenant as provided for in this Lease and/or the Development Agreement, and as described in 3.2

(cc) **“Term”** is defined in Section 2.1 and Section 2.3 of this Lease.

## **II**

### **GRANT AND TERM**

**2.0 Grant.** Landlord, for and in consideration of the Rent herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby leases to Tenant, and Tenant hereby lets from Landlord the Project Site (other than public Roadways and Utilities for which utility

companies are responsible), TOGETHER WITH AND GRANTING, as rights appurtenant to the Project Site, the non-exclusive right to use in common with others entitled thereto, all easements and rights of way now or hereafter benefiting the Project Site, including, without limitation, all utility, water, sewage and storm water easements and rights of way and the non-exclusive right to use in common with others entitled thereto all rights of ingress and egress for pedestrians and vehicular ingress and egress, as permitted by applicable law, over the sidewalks, walkways, alleyways and roadways adjacent to the Project Site.

**2.1 Initial Term and Term.** The “**Initial Term**” of this Lease shall commence on the Commencement Date and continue through the Lease Expiration Date. The Term shall include all timely exercised Renewal Options (as hereinafter defined), so long as Tenant is not in default under this Lease beyond any applicable cure period at the time of exercise of a Renewal Option.

**2.2 Rent Commencement Date.** The “**Rent Commencement Date**”, shall be the earlier of (a) six (6) months after the completion of construction of the Premises and Project or (b) the date on which Tenant holds the first concert open to the public at the Amphitheater at which a majority of seats are sold. Tenant and Landlord shall use diligent efforts to satisfy their contingencies in Sections 3.7 and 22.15 so that if and when such contingencies are satisfied, Tenant may promptly commence and complete construction of the Premises within a commercially reasonable time thereafter, and then promptly hold the first concert open to the public at the Amphitheater.

**2.3 Renewal Options.** Tenant shall have the right and option to extend the Initial Term for five individual and consecutive periods of 10 years each (each such option is a “**Renewal Option**” and the Initial Term as extended by any Renewal Option is the “**Renewal Term**”), by giving Landlord at least eighteen (18) months prior written notice of Tenant’s election to exercise a Renewal Option. The Initial Term, as extended by any Renewal Term shall be referred to as the “Term.”

**2.4 Landlord’s Title.** The Landlord hereby represents and warrants to Tenant, as of the Commencement Date, that the Landlord has all requisite right, title and interest to the land comprising the Project Site and that such rights, title and interest is free from all encumbrances and liens, except as disclosed on **Exhibit E** attached hereto and made a part hereof (the “**Permitted Encumbrances**”). Landlord hereby acknowledges and agrees that the exclusive rights granted to Tenant in this Lease are to be rights which will run with, bind and burden the land comprising the Project Site and will inure to the benefit of Tenant, its successors and assigns, subject only to the Permitted Encumbrances.

This Lease shall be subject to and subordinate to the mortgages or other indentures which hereafter may affect the Project Site, subject to Tenant’s quiet possession and use of the Project Site not being disturbed or hindered thereby for so long as Tenant is not in default of this Lease beyond any applicable notice and cure periods. The effectiveness of the foregoing subordination shall be subject to all holders of any lien upon or superior title to the Project Site executing and delivering to Tenant, in recordable form, a reasonable and customary subordination, non-disturbance and attornment agreement, which agreement shall provide that Tenant’s interest in the Project Site pursuant to this Lease shall not be terminated or disturbed or hindered thereby for so long as Tenant is not in default of this Lease beyond any applicable notice and cure periods. It shall be a condition precedent to the obligation of Tenant to pay Rent that Landlord causes a non-disturbance agreement to be delivered to Tenant from all then existing lienholders and superior title holders.

**2.5 Landlord Authority.** Landlord hereby represents and warrants to Tenant that Landlord has full power and authority to enter into this Lease and the person signing on behalf of such party has been fully authorized to do so by all necessary legislative action, inclusive of Ordinance No. \_\_\_\_, dated \_\_\_\_, 2020.

**2.5 Tenant Authority.** Tenant hereby represents and warrants to Landlord that Tenant has full power and authority to enter into this Lease and the person signing on behalf of such party has been fully authorized to do so as evidenced by the certificate of incumbency of the Tenant provided to Landlord on or before the Commencement Date.

**2.6 Ownership of the Certain Improvements and Project Site.** During the Term, the Landlord will own the Project Site, provided that the Amphitheater, Ancillary Structures and fixtures, furniture and equipment (“FF&E”) constructed and/or located upon the Amphitheater Site shall be and remain the property of the Tenant, subject to Section 20.0 of this Lease. Landlord and Tenant shall cooperate to cause the assessor’s and collector’s offices of Platte County, Missouri to recognize this split in ownership of the land versus the improvements thereon, including the creation of separate tax parcels for the Amphitheater Site, the Parking Areas and the Future Development Parcel.

### **III POSSESSION AND IMPROVEMENTS**

**3.0 Possession.** On the Commencement Date, Landlord shall deliver exclusive possession of the Project Site (other than public Roadways and Utilities for which utility companies are responsible) to Tenant in “AS IS, WHERE IS” condition. The Landlord covenants and agrees not to grant or permit or suffer to attach to the Project Site or the use thereof any easement, restriction, lien or other encumbrance affecting the title to the Project Site during the Term of this Lease other than the Permitted Encumbrances.

**3.1 [INTENTIONALLY DELETED]**

**3.2 Tenant Contribution.** Subject to satisfaction of Tenant’s contingencies in Sections 3.7 and 22.15, Tenant shall be solely responsible for funding the Project Costs of the design and construction of the Vertical Improvements of the Project, provided, however such a responsibility shall not prohibit Tenant from seeking and agreeing to third party financing or contributions from the State or other public or private parties. Landlord shall use commercially reasonable efforts to assist Tenant in obtaining the maximum funding from the State of Missouri available to fund the design and construction of the Horizontal Improvements.

**3.3 Tenant’s Work.** Subject to satisfaction of Tenant’s contingencies in Sections 3.7 and 22.15, Tenant shall be responsible, at its sole cost and expense (however such a responsibility does not prohibit Tenant from seeking and accepting public or private third party financing, or seeking and accepting contributions from the State for certain public infrastructure) for developing and constructing the Project inclusive of fixturing and equipping the Amphitheater Site and performing Tenant’s work as Tenant may desire in order to develop the Amphitheater Site for the Permitted Uses, all of which shall be effected in compliance with all applicable laws, rules, regulations and ordinances and in compliance with the Plans approved in advance, in writing, by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If the parties do not agree on the Plans by March 1, 2023, then Landlord or Tenant may terminate this Lease by written notice given on or before May 1, 2023.

**3.4 Amphitheater Site Multifunctional.** It is the intent of the parties that the Amphitheater Site will be multifunctional to allow for varied entertainment consistent with the Permitted Uses delineated within this Lease.

**3.5 Use of Funds.** It is the express intention of the parties to this Lease that the amount of the Tenant’s Contribution shall be solely used to pay for the development, construction, fixturing and equipping of the Project.

**3.7 Approval of Critical Documents.** The Parties acknowledge and agree that a material consideration for entering into this Lease is the condition that Landlord and Tenant, each in its sole

discretion, approves the final documents constituting the Development Agreement, the construction contract for Tenant's work, the Parking Agreement and the final plans for Tenant's work, and in the event that either Party does not give written approval of any of the foregoing documents or any such documents are not executed by the parties thereto, on or before December 31, 2023, then either Party may terminate this Lease upon written notice to the other Party delivered thirty days prior to such termination.

#### **IV** **PURPOSE**

**4.0 Permitted Use.** Tenant shall use the Amphitheater Site for the operation of a live entertainment venue together with ancillary uses thereto, including, without limitation, operation of food and beverage service (including, without limitation, food storage, preparation, service and consumption, bar service and the sale and consumption of alcoholic beverages), operation for dining and bar facilities, VIP rooms and facilities, private and public rental events such as musical concerts, comedy acts, club nights, film debuts, film festivals, art festivals, corporate rentals, private parties, product exhibitions, meetings, fund raising events, charity events, broadcasting, recording, sale of concessions, and sale of merchandise related to the operations or events at the Amphitheater Site, exhibiting of pay-per-view events, events for viewing on a screen, or in an auditorium generally, the display and sale of works of art, videotapes, promotional items, music, CDs, DVDs, and other items sold generally from time to time at live entertainment venues, conducting parking operations at the Parking Areas, subleasing and licensing such areas and improvements as Tenant may desire to retail and hospitality subtenants serving the general public (not solely customers of the Amphitheater), and the Landlord Permitted Uses, all in accordance with, and as permitted by applicable law.

**4.1 Licenses and Permits; Compliance.** In connection with Tenant's operation of the Amphitheater Site for the Permitted Use, Tenant shall obtain and maintain in good standing all required licenses and permits which relate to Tenant's operation and Permitted Use of the Amphitheater Site, including without limitation, live entertainment business activity, any permit or licenses required to promote live entertainment events and to sell and serve food and beverages for on-premises consumption, and other applicable laws. Landlord shall not be responsible for the cost of any compliance, improvement, alteration or repairs due to a change in use of the Amphitheater Site by Tenant or due to any alterations or installations by Tenant of matters such as speakers, seats, video equipment, lighting equipment, concession equipment and similar items. Landlord agrees to use reasonable good faith efforts to assist Tenant in timely obtaining all necessary permits and licenses for the development and operation of the Amphitheater Site and Project Site as contemplated by this Lease. In the event that unforeseen site conditions or entitlement issues arise due to the physical condition of the Amphitheater Site or the nature of Landlord's title thereto, Landlord shall be responsible to resolve such conditions or issues in a manner acceptable to Tenant in its reasonable discretion.

**4.2 Uses Prohibited.** Tenant shall not use or occupy the Amphitheater Site contrary to any governmental statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would violate any certificate of occupancy affecting the same.

**4.3 Landlord Use Rights.** Landlord (or its designee for any such purpose) may, pursuant to a written rental agreement substantially similar to that form attached hereto as **Exhibit F** and incorporated herein, or by using Tenant's then current form of rental agreement, rent the Amphitheater Site from Tenant at no "rental" charge for the Landlord Permitted Uses, with capacities up to the lawful maximum depending on the specific use and configuration of the spaces within the Amphitheater Site. In all circumstances of Landlord renting or using the Amphitheater Site as provided above, Landlord shall reimburse Tenant for any cost incurred by Tenant as a result of Landlord's usage.

a. The Landlord Permitted Uses will be subject to availability and Landlord or the end user entering into a written rental agreement substantially similar to that attached hereto as **Exhibit F** or Tenant's then current form of rental agreement.

b. In no event, without prior written consent of the Tenant, which may be withheld at Tenant's sole discretion, may a Landlord Permitted Use include the presentation of live music other than talent which is local and not a professional live music entertainer.

**4.4 Tenant's Exclusive Right to Possession and Use of Project Site.** Except as otherwise specifically provided in this Lease relating to remedies for events of default under this Lease, or as provided in any subordination agreement affecting this Lease, during the Term of this Lease, Tenant shall have the exclusive right to the possession and use of the Project Site (other than public Roadways and Utilities for which utility companies are responsible).

**4.5 Promoter Agreement.** Landlord represents and warrants that as of the Commencement Date there shall be no other promoter agreement which affects the use or occupancy of the Project Site or any portion of the Project Site, exclusive of this Lease and any other agreements between Landlord and Tenant.

**4.6 Restriction On Other Occupants Use of Site.** Notwithstanding anything to the contrary contained in this Lease, during the Term of this Lease, Landlord shall not allow for a period in excess of three minutes any music, public address systems, or sounds of bells, whistles or sirens to be emitted from Landlord owned or controlled property which is audible from the outdoor event areas of the Project Site at a volume that exceeds normal speaking level at any time during a period commencing one hour prior to any outdoor event at the Project Site and continuing through the conclusion of such event; provided there shall be excluded from item (ii) any sounds emanated due to life-safety or emergency response systems.

**4.7 Exclusive Use.** Tenant shall have the exclusive right to operate a live music or entertainment venue at the Project Site, which exclusive right shall include the presentation of live entertainment.

**4.8 Operating Covenant.** Tenant shall operate the Amphitheater Site for its intended use as a first class amphitheater during the Term of the Lease.

**4.9 Ticketing.** Tenant shall have the exclusive right to perform or contract for all ticketing activities at the Premises for Tenant events, which will not limit the Landlord's reasonable use of the Parking Areas during non-event times (but subject to the parking rights of any retail or hospitality sublessees or licensees of any Ancillary Structures or Future Development Parcels).

**4.10 Revenues.** Tenant shall be entitled to all revenues, exclusive of taxes collected, from events and activities at the Premises (other than Landlord Permitted Uses to the extent provided in Section 4.3), including, without limitation, (a) the Parking Areas, and the Ancillary Structures for Tenant events serving food and beverages and selling merchandise, and (b) from retail and hospitality subleases and licenses at the Premises entered into by Tenant with third parties, in each case less the taxes, rents and fees payable under this Lease by Tenant to the Landlord.

**4.11 Naming Rights.** Tenant shall have the absolute and exclusive right to name the Amphitheater and Ancillary Structures and to sell such right. Notwithstanding the foregoing, Tenant shall not enter into any such naming agreement which depicts or includes the name of (i) tobacco or tobacco products or manufactures or distributors thereof, (ii) fire arms or fire arm products or manufactures or distributors thereof, (iii) sexually oriented businesses (as defined by law) or sexually oriented products (e.g. condoms, pornographic materials, sex toys, etc.), or (iv) a discriminatory name by nature (as defined by law).

**4.12 Sponsorships.** Tenant shall have the absolute and exclusive right to enter into any sponsorship agreements affecting the Amphitheater, Ancillary Structures, any other portions of the Premises and the operations therein, and all revenues from such sponsorships shall be the sole property of Tenant.

**4.13 Exterior Signage.** Tenant may erect any exterior signage permitted by law and subject to (a) such signage being similar to signage of similar facilities operated by Tenant (or, as applicable, customary for any retail or hospitality areas subleased or licensed by Tenant to third parties) and (b) applicable code requirements and Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, provided that marquees and name signage may include scrolling information as to upcoming events at the Amphitheater Site.

**4.14 Use of Tenant's Logo.** Landlord shall not have the right to use the Tenant's logo for any purpose whatsoever, unless as reasonably approved by the Tenant.

**V**  
**RENT**

**5.0 Base Rent.** The Base Rent due from Tenant to Landlord on an annual basis is Six Hundred Twenty-One Thousand, Five Hundred and 00/100 Dollars (\$621,500.00) which is due in equal monthly payments on the first day of each calendar month through the Term commencing on the Rent Commencement Date. The Base Rent shall be compounded by two percent (2%) annually beginning in Year 2. By way of example:

<u>Year</u>		<u>Base Rent</u>
1		\$621,500
2	$(\$621,500 \times 1.02=)$	\$633,930
3	$(\$633,930 \times 1.02=)$	\$646,608.60

In the event that the Commencement Date falls on any date other than the first day of a calendar month, Rent for such partial month shall be pro-rated based on the actual number of days in such month.

**5.1 [Intentionally Deleted].**

**5.2 [Intentionally Deleted].**

**5.3 Late Charge; Interest on Late Payments.** Each and every payment of Rent hereunder then due and payable under this Lease, which shall not be paid within five (5) business days of the date that Tenant receives written notice thereof from Landlord, shall carry a late charge in the amount of One Thousand Dollars (\$1,000.00), which late charge and delinquent installment of payment shall bear interest at the rate, from time to time, of the UMB, N.A. prime rate of interest plus four percent (4%), per annum from the tenth (10<sup>th</sup>) day following the date the payment of Rent was due under the terms of this Lease until the same shall be paid.

**5.4 [Intentionally Deleted].**

**5.5 [Intentionally Deleted].**

**5.6 Additional Rent.** The various components of Additional Rent shall be payable at the times specified in this Lease for such payment, or if not so specified with respect to any particular component of Additional Rent, within 10 business days after Tenant receives a notice from the Landlord as to the amount owed.

**5.7 General Rent Provisions.** Except as specifically provided in this Lease, all payments of Rent shall be made without deduction, set off, discount or abatement in lawful money of the United States. Notwithstanding the obligation of Landlord, if any, to provide services under this Lease, except as otherwise specifically provided in this Lease, no temporary interruption of such services shall abate Tenant's duty to pay Rent or render Landlord liable for such temporary interruptions.

**5.8 Triple Net Lease.** This Lease is and shall be construed as a "triple net lease" and Tenant shall pay all expenses to maintain the Project Site (other than public Roadways and Utilities for which utility companies are responsible) throughout the Term, except as otherwise provided herein.

## VI

### OPERATING COSTS; PARKING; PROPERTY TAXES

**6.0 Operating Costs.** Tenant shall be responsible for and pay for all operations of the Premises by Tenant or anyone claiming under Tenant, including, without limitation, cleaning, repairs and maintenance to the Amphitheater and Ancillary Structures, all required insurance of Tenant (as set forth below) and security for the Amphitheater Site. Tenant will pay any impact taxes, hook-up fees and similar one-time costs associated with the development of the Amphitheater Site which are due to Tenant's work.

**6.1 Parking Access.** Tenant may enter into an agreement for the State, or an agency or subdivision thereof, regarding the construction, maintenance and operation of the Parking Areas for all Tenant events held at the Amphitheater Site for the exclusive use of Tenant's patrons and other individuals; provided, however, if no such agreement is entered into by the time Tenant desires to obtain its building permits for Amphitheater Site, Tenant may construct, maintain and operate the Parking Areas. Tenant shall have the ability to charge such Tenant patrons and other individuals a fee for parking and to keep all revenue collected, exclusive of applicable taxes and any payment due the Landlord or the State pursuant to any parking agreement entered into by and between the State or an agency thereof, and Tenant, if any.

**6.2 Real Estate Taxes.** Except for the Levee Assessment imposed by the Riverside Quindaro Bend Levee District ("RQBLD"), the land comprising the Project Site is anticipated to be exempt from *ad valorem* property taxes by virtue of ownership by the Landlord. Other than the Levee Assessment, Tenant will not be responsible for the payment of such taxes or impositions levied against the land comprising the Project Site or any non-Amphitheater-improvements made by the Landlord or any other party and not by the Tenant. Tenant shall be responsible to pay all real estate taxes and similar impositions attributed to Tenant's improvements of every kind assessed against the improvements of Tenant, such as the Amphitheater and Ancillary Structures, at the Premises and associated with the ownership or operation thereof, specifically including all such taxes and impositions levied against Tenant's fee interest in the Tenant's improvements at the Premises.

**6.3 Taxes on Leasehold and Personal Property.** Tenant shall be responsible for and shall pay before delinquent all *ad valorem* taxes coming due during or after the Term against Tenant's interest in this Lease or against personal property of any kind owned or placed in, upon or about the Project Site by Tenant.

## VII

### SALES AND USE TAX

**7.0 Sales and Use Tax.** Tenant hereby covenants and agrees to pay when due, any sales, use or other such tax (excluding state and/or federal income tax) now or hereafter imposed upon its operations at the Project Site by the United States of America, the State of Missouri or any political subdivisions thereof, notwithstanding the fact that the statute, ordinance or enactment imposing the same may endeavor to impose

the tax on Landlord. Any such amounts as may be paid by Landlord shall be reimbursed to Landlord by Tenant and shall constitute Additional Rent under this Lease.

## **VIII** **INSURANCE**

**8.0 Tenant's Insurance.** Tenant covenants and agrees to provide and maintain in full force and effect, at its sole cost and expense, throughout the Term, (i) comprehensive general liability insurance and liquor legal liability insurance insuring against liability for personal injury and death in limits of not less than \$1,000,000 for death of or injury per occurrence, and \$5,000,000 in the annual aggregate, (ii) from commencement of construction of and upon the Project Site (other than public Roadways and Utilities for which utility companies are responsible) until the completion thereof, a policy or policies of builder's risk insurance, either on a "completed value" form with coverage based on the estimated value of the completed Premises, including any and all Tenant's improvements, fixtures, furnishings, equipment and other property in or on the Amphitheater Site, or on a "reporting" form with coverage based on the then-current value of the Premises, including any and all Tenant's improvements, fixtures, furnishings, equipment and other property in or on the Amphitheater Site, at the time of each report (provided that the Tenant may comply with the requirement to maintain builder's risk insurance by arranging for its construction contractor to maintain such coverage), (iii) after completion of the Premises, "all risk" casualty insurance covering all of the Project Site (other than public Roadways and Utilities for which utility companies are responsible) and all Tenant's improvements, fixtures, furnishings, equipment and other property in or on the Premises in an amount not less than the total aggregate insurable value thereof, and (iv) insurance covering Landlord in amounts no less than required pursuant to Section 537.610 RSMo (subject to loss deductible clauses not to exceed \$50,000). Tenant shall also carry at least a \$5,000,000 umbrella covering general, liquor and property liability insurance.

**8.1 Form of Insurance; Waiver and Indemnity.** All insurance required to be carried by Tenant under this Lease shall be effected under valid and enforceable policies issued by insurers licensed to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better. At least 10 days prior to the expiration of any policy required under this Lease, Tenant shall endeavor to provide Landlord certificates of insurance showing renewal or replacement coverage. Tenant covenants and warrants that it will pay or cause to be paid the premiums payable with respect to each such policy when due and, upon written request of Landlord, will provide Landlord with evidence of such payment within ten (10) business days after Landlord's request therefor. In the event Tenant fails to pay any such premiums or to exhibit such evidence of payment as aforesaid, Landlord may, but shall not be obligated to, upon ten (10) days prior written notice to Tenant, procure such insurance and/or pay such premiums, respectively, on Tenant's behalf, and the amounts expended therefor by Landlord shall constitute Additional Rent hereunder and shall be immediately payable by Tenant to Landlord upon Tenant's receipt of Landlord's statement therefor. All policies of insurance required to be carried by Tenant hereunder shall name Landlord and Tenant as the insureds or additional insureds, as their respective interests may appear. Each policy of insurance required to be carried by Tenant hereunder shall contain an agreement, to the extent possible, by the insurer thereunder that such policy shall not be cancellable except upon thirty (30) days prior written notice to Landlord and Bond Trustee.

## **IX** **UTILITIES**

**9.0 Utilities.** Tenant, at its sole cost and expense, shall arrange for and obtain service for electric current, water and sewer, and gas directly from the public utility companies furnishing service to the Project Site and lighting of the Parking Areas, subject however, to any contrary provisions of any agreement regarding the Parking Areas between Tenant and the State or any agency or subdivision thereof (to the extent such provisions require the State or its agency or subdivision to arrange for and/or obtain such

services, for example). The costs of such services shall be paid by Tenant directly to such public utility companies. Any charge for utilities not paid when due by Tenant and assessed against the Landlord may be paid by Landlord, and the amount of such charge, together with any interest or penalties thereon, plus Landlord's administrative charge of One Hundred Dollars (\$100), shall be immediately due and payable by Tenant to Landlord, as Additional Rent hereunder, upon Tenant's receipt of Landlord's statement therefor. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of utility service furnished to the Project Site by reason of any act or omission of the utility company serving the Project Site or for any other reason not attributable to the negligence or willful misconduct of Landlord.

## **X** **REPAIRS AND ALTERATIONS**

**10.0 Alterations.** Without the consent of Landlord, Tenant may perform such improvements, alterations and changes to the Premises as Tenant may desire as long as such matters complement the operation of the Amphitheater as a live music or entertainment venue for the Permitted Uses. Tenant will give Landlord written notice and a general summary of such alterations prior to making them.

Any such improvements, alterations, and changes shall be done by Tenant at its sole cost and expense and in a good and workmanlike manner, in compliance with all applicable laws, rules, codes and regulations applicable to the Premises and lien free (and Tenant shall bond or discharge any liens promptly within 30 days of same).

**10.1 Maintenance.** During the Term, Tenant will operate and maintain the Premises and Amphitheater Site in an orderly and first class manner; provided, however, that a third party agreed to by the Tenant (such as the State or any agency or subdivision thereof entering into an agreement with Tenant regarding the Parking Areas), may throughout the Term, provide and maintain the Parking Areas in good condition and repair, reasonable wear and tear excepted.

## **XI** **DAMAGE OR DESTRUCTION**

**11.0 Destruction.** (a) If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter set forth. (b) If the Premises is partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Tenant, and the Rent, shall be equitably abated (for purposes of this section, "partially" shall mean affecting at least 10%, but no more than 50% of the Premises). (c) If the Premises is totally damaged or rendered wholly unusable by fire or other casualty, then the Rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Amphitheater and/or Ancillary Structures shall have been repaired and restored by Tenant; provided, however, if such damage occurs in the final five (5) years of the Initial Term or during any Renewal Term, either Tenant or Landlord may elect to terminate this Lease by written notice to the other given within 90 days after such damage occurs, specifying a date for the expiration of this Lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this Lease shall expire as fully and completely as if such date were the date set forth above for the termination of this Lease and Tenant shall forthwith quit, vacate and surrender the Premises without prejudice however to Landlord's rights and remedies against Tenant under the Lease provisions in effect prior to such termination, and any Rent owing shall be paid up to such date and any payments of Rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Landlord and Tenant each hereby releases and waives all right of recovery against the other or any

one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. Tenant acknowledges that Landlord shall not be obligated to carry insurance covering any loss to Tenant or to repair any damage to the Amphitheater Site or Tenant's property located therein. Additional Rent, specifically including the Additional Rent due under Section 5.4 and Section 5.5, shall not be subject to abatement for any reason.

## **XII CONDEMNATION**

**12.0 Condemnation.** If the whole or part of the Amphitheater Site or Parking Areas shall be acquired or condemned by eminent domain or transfer in lieu thereof to such extent that the Tenant cannot reasonably and in an economically feasible manner continue its operations on the Amphitheater Site in substantially the same scale and manner as originally anticipated by the parties to this Lease, then and in that event, Tenant shall have the right to terminate this Lease whereupon the term of this Lease shall cease and terminate from the date of Tenant's termination notice and Tenant shall have no claim for the value of any unexpired term of this Lease.

## **XIII ASSIGNMENT AND SUBLETTING**

**13.0 Sublease or Assignment.** Tenant, except as herein provided, shall not, without Landlord's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), sublease all or any part of the Premises or assign any of its rights or obligations under this Lease. Notwithstanding the foregoing or anything to the contrary contained in this Lease, Tenant shall have the right at any time to sublease, assign, license or otherwise permit occupancy of all or any portion of the Premises, without Landlord's approval or consent, to any (i) related entity, affiliate, subsidiary or parent company of Tenant, (ii) company in which Tenant has a controlling interest or is under common control with, (iii) successor entity, whether by merger, consolidation or otherwise, (iv) person or entity that purchases all or substantially all (defined as 51% of Tenant's assets or a controlling interest in Tenant's stock, as applicable) of Tenant's assets or stock, (v) to an entity which is set up to hold the liquor license for the Premises (any of the foregoing herein referred to as a "Permitted Transfer") or (vi) any retail or hospitality company or operator who will occupy all or any portion of an Ancillary Structure under a sublease or license with Tenant and serve the general public (not solely customers of the Amphitheater); provided, however, that any such sublease, assignment or permitted occupancy shall not relieve Tenant of its obligations under this Lease. Further notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to grant licenses, concessions, operating/management agreements, and rentals for events and concession services without Landlord's approval or consent, and all of the foregoing shall be deemed to not be an assignment or sublease or a violation of this Lease, provided that the same shall not relieve Tenant of its obligations under this Lease.

## **XIV MECHANIC'S LIENS**

**14.0 Mechanic's Liens.** (a) Nothing in this Lease shall be construed in any way as constituting the permission, consent or request of Landlord, express or implied, through act or omission to act, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor services or the furnishing of any materials for any alteration to the Project Site, or as giving Tenant any right, power or authority to contract for or permit the rendering of any such labor or services or the furnishing of any materials that could give rise to the filing of any mechanic's lien against the Project Site.

(b) Tenant shall keep the Project Site (other than public Roadways and Utilities for which utility companies are responsible) free from any liens arising out of the work performed, materials furnished

or obligations incurred by, through or under Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall remove any such lien by bond or otherwise within thirty (30) days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord under this Lease.

## **XV INDEMNITY AND RELEASE**

**15.0 Tenant's Indemnity.** Tenant shall defend and indemnify Landlord and its elected or appointed officials, officers, employees, and agents, and hold them harmless from and against any and all claims, actions, damages, liability, losses, suits, obligations, fees, and expenses (including reasonable attorneys' fees), including claims for death or injuries to person or property, to the extent arising from Tenant's operations at the Project Site (but excluding public Roadways and Utilities for which utility companies are responsible) except to the extent caused in whole or in part by the gross negligence or willful misconduct of Landlord, its officials, agents, contractors, invitees or employees. This Section shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

**15.1 [Intentionally Deleted]**

## **XVI RIGHTS RESERVED TO LANDLORD**

**16.0 Rights Reserved to Landlord.** Without limiting any other right reserved or available to Landlord under this Lease, at law or in equity, Landlord, on behalf of itself and its agents reserves the following rights to be exercised at Landlord's election:

- (a) To inspect the Amphitheater and Project Site from 8:00 am to 5:00 pm upon at least 48 hours prior notice and at any time in the event of an emergency;
- (b) To show the Amphitheater Site from 8:00 am to 5:00 pm upon at least 48 hours prior notice to prospective purchasers, or mortgagees, and within eighteen (18) months prior to the expiration of the Term, from 8:00 am to 5:00 pm upon at least 48 hours prior notice to persons wishing to rent all or any portion of the Amphitheater Site. Landlord shall have the right to place a "For Rent" sign on the Amphitheater Site during such eighteen (18) month period.

Landlord may enter upon the Amphitheater Site for any and all of said purposes and may exercise any and all of the foregoing rights hereby reserved in a reasonable manner without being deemed guilty of an eviction or disturbance of Tenant's use or possession of the Amphitheater Site.

## **XVII QUIET ENJOYMENT**

**17.0 Quiet Enjoyment.** So long as Tenant is not in default under the covenants and agreements of this Lease relating to the manner in which Tenant operates the Premises, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed, hindered or interfered with by Landlord or by any person claiming by, through or under Landlord.

## **XVIII INTENTIONALLY DELETED**

**18.0 [INTENTIONALLY DELETED.]**

**XIX  
ENVIRONMENTAL COMPLIANCE**

**19.0 Environmental Compliance.** Subject to and in reliance on the Phase I Environmental Site Assessment for the Project Site, a copy of which will be delivered to Tenant promptly after the date hereof, Landlord hereby represents and warrants to Tenant that as of the date of this Lease, Landlord has no knowledge, nor has reasonable cause to believe, that a release of hazardous materials has occurred at the Project Site or that hazardous materials are otherwise present at the Project Site. Landlord further represents and warrants, to the best of its actual knowledge, without independent inquiry, that the Project Site is in compliance with all federal, state and/or local statutes, regulations, rules, and/or ordinances and with all orders, decrees or judgments of governmental authorities or courts having jurisdictions, relating to the use, generation, storage, control, removal or clean-up of hazardous materials. To the extent any hazardous materials are present in, at, on or about the Project Site through no fault of Tenant or a third-party affiliated with Tenant's operations, Landlord shall be responsible for removing or otherwise remediating such hazardous materials to the extent required by, and in full compliance with, all environmental laws at no cost to Tenant.

Tenant agrees, during the Term, that it will not use, generate, store, control, release, or dispose of any hazardous materials at the Project Site, except in such condition and quantities permitted by and in compliance with applicable law. In the event of a release of hazardous materials by Tenant or a third-party affiliated with Tenant's operations, Tenant shall indemnify and hold Landlord harmless from and against any and all costs and/or liabilities of any kind or nature in any way related to the existence, removal, transportation or disposal of such releases of hazardous materials. Except in compliance with applicable laws, Tenant shall not permit or cause any party to bring any Hazardous Substances upon the Project Site or Premises or transport, store, use, generate, manufacture, dispose or release any Hazardous Substances on or from the Project Site or Premises.

**XX  
SURRENDER**

**20.0 Surrender.** Upon the termination of this Lease for any reason (whether by forfeiture or lapse of time, upon the termination of Tenant's right to possession of the Amphitheater Site or Project Site by Landlord or termination of this Lease by Tenant, or otherwise) Tenant will at once surrender and deliver to Landlord in good condition and repair, reasonable wear and tear excepted, the Amphitheater and Project Site and/or Premises, together with all alterations therein or thereto, which shall at such point become the absolute property of Landlord.

**20.1 Removal of Tenant's Property.** Upon the termination of this Lease, Tenant may remove Tenant's articles of personal property, trade fixtures, furniture and equipment; provided, however, that Tenant shall repair any injury or damage to the Project Site which may result from such removals. If Tenant does not remove its trade fixtures from the Amphitheater Site prior to the end of the Term, Landlord may treat such trade fixtures as having been conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

**20.2 Holding Over.** Any holding over by Tenant of all or any portions of the Amphitheater or Project Site after the expiration of this Lease shall operate and be construed to be a tenancy from month to month only, at 150% of the monthly rate of Base Rent payable hereunder for the Term, plus 100% of all other Rent components. If Tenant continues to hold over after a written demand by Landlord for possession at the expiration of the Lease or after termination by either party of a month-to-month tenancy created pursuant to this Section, or after termination of the Lease or of Tenant's right to possession pursuant to Section 21.0

hereof, Tenant shall pay monthly rental at a rate equal to twice the rate of Base Rent payable hereunder immediately prior to the expiration or other termination of the Lease or Tenant's right to possession. Nothing contained in this Section 20.2 shall be construed to give Tenant the right to hold over after expiration of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Amphitheater Site and Project Site.

## **XXI**

### **REMEDIES AND TENANT'S PROPERTY**

**21.0 Defaults.** Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein, that is to say, if:

- (a) Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree or judgment or order shall not have been stayed pending appeal, vacated or set aside within sixty (60) days from the date of the entry or granting thereof; or
- (b) Tenant shall file or admit the jurisdiction of the court and the material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws as now or hereafter amended, or Tenant shall institute any proceedings or give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or under laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or
- (c) Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or
- (d) A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside or stayed pending appeal within sixty (60) days from the date of entry or granting thereof; or
- (e) Tenant shall default in any payment of Rent or in any other payment required to be made by Tenant hereunder when due as herein provided and such default shall continue for ten (10) days after written notice thereof from Landlord to Tenant; or
- (f) Tenant shall default in keeping, observing or performing any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant and such default shall continue for thirty (30) days after written notice thereof is sent in writing to Tenant, unless such performance shall reasonably require a longer period, in which case Tenant shall not be deemed in default if Tenant commences the required performance promptly and thereafter pursues and completes such action diligently; or

Upon the occurrence of any one or more of such events of default, Landlord may, at its election, terminate this Lease, or terminate Tenant's right to possession only, without terminating this Lease. Upon termination of this Lease, or upon termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Amphitheater and Project Site immediately, and deliver possession thereof to Landlord.

Upon termination of this Lease, Landlord shall be entitled to recover as damages, all Rent and other sums due and payable by Tenant on the date of termination, plus: (1) an amount equal to the value of the Rent and other sums provided herein to be paid by Tenant for the balance of the then-current Term hereof,

less the fair rental value of the Amphitheater, Premises and Project Site for the balance of the then-current Term (taking into account the time and expenses necessary to obtain a replacement tenant or tenants, including expenses hereinafter described relating to recovery of the Amphitheater, Premises and Project Site, preparation for reletting and reletting itself); and, (2) the cost of performing any other covenants to be performed by Tenant.

If Landlord elects to terminate Tenant's right to possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Amphitheater and Project Site, remove Tenant's signs and other evidences of ownership or tenancy, and take hold and possession thereof as hereinabove provided, without such entry and possession terminating this Lease or releasing Tenant, in whole or in part, from Tenant's obligations to pay the Rent hereunder for the full Term or from any other of its obligations under this Lease. Landlord shall use commercially reasonable efforts to relet all or any part of the Amphitheater and Project Site and Premises for such rent and upon such terms as shall be reasonably satisfactory to Landlord (including the right to relet the Amphitheater and Project Site and Premises for a term greater or lesser than that remaining under this Lease Term). For the purposes of such reletting, Landlord may decorate or may make any repairs, changes, alterations or additions in or to the Amphitheater and Project Site and Premises that may be necessary or convenient. If Landlord does not relet the Amphitheater and Project Site and/or Premises, Tenant shall pay to Landlord, on demand, damages equal to the amount of the Rent, and other sums provided herein to be paid by Tenant for the remainder of the Lease term less the fair rental value of the Amphitheater and Project Site and Premises for the balance of the then-current Term. If the Amphitheater and Project Site and/or Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such reletting (but excluding decorating, changes, alterations, additions or improvements) and the collection of the rent accruing therefrom (including, but not by way of limitation, attorney's fees and broker's commissions), to satisfy the Rent and other charges herein provided to be paid for the remainder of this Lease Term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section from time to time.

Landlord hereby covenants and agrees that Landlord will use its commercially reasonable efforts to mitigate its damages in the event of default by Tenant.

**21.1 Remedies Cumulative.** No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

**21.2 No Waiver.** No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of Rent or other charges hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder, shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's right to possession hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to Landlord.

**21.3 Events of Default by Landlord.** Landlord agrees that any one or more of the following events shall be considered a "Landlord Default" as said term is used herein:

- (a) Landlord fails to pay any amount owing to Tenant hereunder within thirty (30) days following written notice from Tenant that the applicable payment was not timely made; or

(b) Landlord shall be in default in the performance of or compliance with any of the agreements, terms, covenants or conditions in this Lease other than those referred to in the foregoing subparagraph (a) of this Section for a period of thirty (30) days after written notice from Tenant to Landlord specifying the items in default, or in the case of a default which cannot, with due diligence, be cured within said thirty (30) day period, Landlord fails to proceed within said thirty (30) day period to cure the same and thereafter to prosecute the curing of such default with due diligence but in any event within sixty (60) days; or

(c) Landlord fails to commence to perform, keep or observe any covenants, conditions, agreement or obligations and diligently pursue completion under any agreement that would adversely affect the ability of Tenant to use the Premises for Permitted Uses for a period of twenty (20) days after written notice from Tenant to Landlord specifying the items in default, or in the case of a default which cannot, with due diligence, be cured within said twenty (20) day period, Landlord fails to proceed within said twenty (20) day period to cure the same and thereafter to prosecute the curing of such default with due diligence but in any event within forty-five (45) days; or

(d) Landlord is in default under the Development Agreement or the Parking Agreement.

**21.4 Tenant Remedies.** Upon the occurrence of any Landlord Default, Tenant shall, except as otherwise expressly provided herein, have all rights and remedies provided hereunder and by law and equity from time to time.

## **XXII** **MISCELLANEOUS**

**22.0 Amendments must be in Writing.** None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned unless by a written instrument, duly signed and delivered by the parties.

**22.1 Notices.** Any notices, communications and waivers under this Lease shall be in writing and shall be delivered either by (i) registered or certified mail, return receipt requested, or (ii) by overnight express carrier, addressed in each case as follows.

To Landlord:	City of Riverside, Missouri 2950 N.W. Vivion Road Riverside, Missouri 64150 Attn: City Administrator
With a copy to:	Spencer Fane, LLP 304 East High Street Jefferson City, Missouri 65101 Attn: Joe Bednar
To Tenant:	Live Nation Entertainment, Inc. c/o Live Nation 9348 Civic Center Drive Beverly Hills, California 90210 Attn: President

with a copy to: Live Nation Entertainment, Inc.  
325 N. Maple Drive, 2<sup>nd</sup> Floor  
Beverly Hills, CA 90210  
Attn: Chief Counsel - Concerts

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

**22.2 Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

**22.3 Captions.** The captions of this Lease are for convenience only and are not to be construed as a part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**22.4 Severability.** If any term or provision of this Lease shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**22.5 Law Applicable.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Missouri.

**22.6 Covenants Binding on Successors.** The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this Lease, their assigns.

**22.7 Brokerage.** Each of the parties to this Lease warrants and represents that it has had no dealings with any broker or agent in connection with this Lease. Each party covenants to pay, hold harmless and indemnify the other from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent claiming through such party with respect to this Lease or the negotiation thereof.

**22.8 No Personal Liability of Landlord.** It is specifically understood and agreed that there shall be no personal liability of Landlord, its elected or appointed officials, and/or employees in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the interest of Landlord in the Project Site for satisfaction of Tenant's remedies.

**22.9 Waiver of Jury Trial.** It is mutually agreed by and between Landlord and Tenant that they and their respective successors and permitted assigns and any permitted subtenant of Tenant hereby knowingly waive trial by jury in any proceeding or counterclaim brought by any of them in any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Project Site, and any emergency statutory or any other statutory remedy.

**22.10 Estoppel Certificate.** Tenant, at any time and from time to time, upon at least 20 days' notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm or corporation specified by Landlord, a statement certifying that this Lease is unmodified and in full force and

effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the Rent has been paid, and stating whether or not there exists any defaults by Landlord under this Lease, and, if so, specifying each such default.

**22.11 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO CLAIM OR MAKE A RECOVERY FOR ANY CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, AND EACH PARTY HEREBY UNCONDITIONALLY AND ABSOLUTELY WAIVES ALL CLAIMS FOR ANY CONSEQUENTIAL, PUNITIVE AND SPECIAL DAMAGES.**

**22.12 Time is of the Essence.** Time is of the essence in Tenant's and Landlord's performance of this Lease.

**22.13 Public Announcements.** All press releases and public announcements relating to this Lease will be agreed to and prepared jointly by Landlord and Tenant. Tenant may elect to require that no such announcements are made.

**22.14 Force Majeure.** If by reason of any event of Force Majeure either party to this Lease is prevented, delayed or stopped from performing any act which such party is required to perform under this Lease, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay or stoppage resulting from the Force Majeure event and the payment of any sums due or accruing will be abated and not accrue during the continuance of such Force Majeure event. As used in this Lease, the term "Force Majeure" shall include, but not be limited to, fire or other casualty, weather conditions (including dry-out periods), inability to secure materials, strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof, or if said party does have such bearing, said dispute occurs despite said party's good faith efforts to resolve the same), acts of God, acts of the public enemy or other hostile governmental action, civil commotion, terrorist acts, governmental restrictions, regulations or controls, judicial orders, epidemics, pandemics, disease outbreaks, and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

**22.15 Landlord and Tenant Contingencies.**

**a.** Landlord's obligations under this Lease are contingent upon:

(i) The execution and delivery of this Lease and the Development Agreement by Landlord and Tenant.

If any of the foregoing contingencies has not been satisfied (or waived in writing by Landlord) on or before September 1, 2023, the date Tenant notifies Landlord that Tenant's contingencies in Section 22.15(b) below have been satisfied or waived by Tenant, then within sixty (60) days thereafter, upon written notice to Tenant, Landlord may terminate this Lease effective as of the date in the written notice.

**b.** Tenant's obligations under this Lease are contingent upon:

(i) Landlord's approval of Tenant's final plans and specifications for the construction at the Project Site (including, without limitation, the Amphitheater, Ancillary Structures, Parking Areas, Utilities and Roadways); provided, however, that Landlord acknowledges and agrees that Tenant may, if it so desires, cause one or more private or public third parties, including, without limitation, the State or any agency or subdivision thereof, to design and/or perform the construction of Horizontal Improvements;

(ii) Tenant's receipt (in form satisfactory to Tenant in its sole and absolute discretion) of all governmental approvals, permits and any consents (a) for the construction of the Project Site (including, without limitation, the Amphitheater, Ancillary Structures, Parking Areas, Utilities and Roadways) and (b) that are a prerequisite to the issuance of a certificate of occupancy for (1) the Amphitheater having a sellable, visible general admission capacity of 12,000 fixed seats and 6,000 lawn seats for a live performance and (2) the Parking Areas, Utilities, Roadways and improvements on Future Development Parcel in a manner such that such areas and improvements will comply with the requirements of this Lease and, as applicable, the Development Agreement;

(iii) Tenant's receipt of a license for the sale of beer, wine and liquor at the Amphitheater Site and Premises and an entertainment services business license, each under conditions satisfactory to Tenant in its sole and absolute discretion;

(iv) The execution and delivery of the Development Agreement by Landlord and Tenant;

(v) There being no sound ordinance or other law which would preclude or curtail Tenant's normal and customary operations of the Amphitheater Site;

(vi) Tenant determining it will obtain economically favorable capital expense and/or AOI accounting treatment for the Tenant Contribution (as determined by Tenant's accountants and auditors in their sole discretion); and

(vii) Sufficient funding to satisfy the costs of construction to complete the Vertical and Horizontal Improvements to the satisfaction of Tenant in its sole and absolute discretion. Landlord acknowledges that Tenant may elect to finance all costs of construction and development through a multi-venue financing program Tenant is currently establishing. In such case, the lender may desire that Landlord enter into reasonable and customary documents relating thereto (including, without limitation, agreeing to Tenant and/or its parent entity pledging all of its assets (or the ownership interests in it as an entity) as collateral for such financing); Landlord's willingness to enter into such documents shall be an element of Tenant considering the contingency in this paragraph satisfied, as shall the acceptability to Tenant of all of the financing documents which such lender may require Tenant and/or its parent entity to execute and deliver.

If any of the foregoing contingencies has not been satisfied (or waived in writing by Tenant) by July 1, 2023, then upon sixty (60) days' written notice to Landlord, Tenant may terminate this Lease at any time prior to such satisfaction or waiver, effective as of the date in the written notice.

**[counterpart signature pages to follow]**

IN WITNESS WHEREOF, Landlord and Tenant have, with the requisite authority, respectively signed this Lease as of the day and year first above written.

**LANDLORD:**

CITY OF RIVERSIDE, MISSOURI

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name and Title

**TENANT:**

LIVE NATION ENTERTAINMENT, INC.

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name and Title

EXHIBIT A  
PROJECT SITE LEGAL DESCRIPTION

Landlord shall provide Tenant with a current ALTA Title Commitment within 30 days of the Effective Date. Tenant shall notify Landlord of any objections to the legal description therein within forty-five (45) days thereafter. The agreement of Landlord and Tenant on a final legal description shall be part of Tenant's contingencies in Section 22.15(b) of this Lease.

EXHIBIT B  
PROJECT SITE PLAN  
[Please See Attached]

EXHIBIT C  
PROJECT BUDGET

EXHIBIT D  
SOURCES OF FUNDS

EXHIBIT E

PERMITTED ENCUMBRANCES

(Easements, restrictions or other encumbrances mutually approved by Landlord and Tenant, in their sole discretion.)

Landlord shall provide Tenant with a current ALTA Title Commitment within 30 days of the Effective Date. Tenant shall notify Landlord of any objections to the scheduled B-II exceptions in said Commitment within twenty (20) days of receipt thereof. All B-II exceptions not objected to by Tenant shall be the "Permitted Encumbrances".

EXHIBIT F

RENTAL AGREEMENT FORM

[To Be Agreed on by Landlord and Tenant Prior to Expiration of Contingencies in Section 22.15]

**A RESOLUTION APPROVING A SERVICE ORDER WITH CHARTER COMMUNICATIONS OPERATING, LLC**

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

**THAT** the Board of Aldermen hereby approves the Service Order with Charter Communications Operating, LLC, a copy of which is attached in its substantial form, and further authorizes the Mayor or City Administrator or Capital Projects and Parks Manager to execute the same on the City's behalf;

**FURTHER THAT** the City Administrator and such other officials of the City may execute any other additional documents or take such other actions as are necessary, incidental or expedient to carry out the intent of the agreement approved and the authority granted herein.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the \_\_\_\_ day of \_\_\_\_\_ 2022.

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

ATTEST:

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

**AN ORDINANCE AUTHORIZING THE LEASE OF CERTAIN PROPERTY BY THE CITY AND AUTHORIZING OTHER DOCUMENTS AND ACTIONS RELATED THERETO**

**WHEREAS**, the City of Riverside, Missouri (“City”) owns certain real property located at the northwest intersection of Horizons Parkway and I-635 in the City of Riverside, Missouri, (“Project Site”); and

**WHEREAS**, Tenant intends to lease and develop the Project Site as a mixed use Site; and

**WHEREAS**, in consideration of the rent to be paid to the City by Tenant pursuant to the lease of the Project Site, the City Staff recommends the City execute a Lease with the Tenants, in substantially the same form as **Exhibit A**, attached hereto and incorporated herein (the “Lease”), for the Project Site; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to authorize leasing of the Project Site pursuant to the Lease, in substantially the same form and subject to the same terms and conditions as **Exhibit A**, between the City and the Tenant.

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

**SECTION 1. BEST INTEREST OF THE CITY AND APPROVAL OF CONSIDERATION AND TERMS:** The Board of Aldermen find it is in the best interest of the City, in order to further the economic development objectives of the City, and further, the Board of Aldermen hereby approve and authorize the execution of a Lease in substantially the same form as that attached hereto and incorporated herein as **Exhibit A**, between the City and the Tenant.

**SECTION 2. AUTHORITY GRANTED.** The Mayor is hereby authorized and directed to execute the Lease in substantially the same form as that attached hereto as **Exhibit A**, and the Mayor, City Administrator, Special Counsel to the City - Spencer Fane LLP, and other appropriate officials and employees of the City are hereby authorized and directed to take such further action related thereto as is otherwise necessary or desirable to carry out and comply with the intent of this Ordinance.

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

**PASSED AND APPROVED:** the \_\_\_\_ day of December 2022.

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

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Spencer Fane LLP,  
Special Counsel to the City  
by Joe Bednar

**EXHIBIT A**

**LEASE**



## SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact:	Nathaniel Gould
Telephone:	(913) 972-8311
Email:	nathaniel.gould@charter.com

Customer Information		
Customer Name CITY OF RIVERSIDE	Order # 13239800	
Address 2950 Nw Vivion Rd Riverside MO 64150		
Telephone (816) 372-9028	Email: nbennion@riversidemo.gov	
Contact Name Noel Bennion	Telephone (816) 372-9028	Email: nbennion@riversidemo.gov
Billing Address 2950 Nw Vivion Rd Riverside MO 64150		

NEW AND REVISED SERVICES AT 2990 Nw Vivion Rd , Riverside MO 64150				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
SBB Installation Fee	36 Months	30	\$ 0.85	\$ 25.50
Set-Back-Box Deluxe	36 Months	30	\$ 7.00	\$ 210.00
Set-Back-Box Equipment	36 Months	30	\$ 6.00	\$ 180.00
<b>TOTAL*</b>				<b>\$415.50</b>

ONE TIME CHARGE(S) AT 2990 Nw Vivion Rd , Riverside MO 64150			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Set-Back-Box Installation Fee	30	0	\$ 0.00
<b>TOTAL*</b>			<b>\$0.00</b>



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**



By signing below, the signatory represents they are duly authorized to execute this Service Order.

**CUSTOMER SIGNATURE**

Signature: \_\_\_\_\_

Noel Bennion

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

Capital Projects & Parks Manager

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

Date: \_\_\_\_\_



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# Spectrum Enterprise pre-service installation guide



Welcome, and thank you for choosing Spectrum Enterprise. After you sign your service order, our teams will keep you updated on the status of your order. In the meantime, this document will help you understand what happens as you progress toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll partner with you as your main point of contact for a successful installation.

## Client project milestones

- 1 Sign service order.
- 2 If necessary, work with our internal teams to provide any additional information or forms required to finalize your order.
- 3 Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.

## Spectrum Enterprise project milestones

- 1 Sales team submits signed service order to Order Management team.
- 2 Internal teams gather any additional information that's required to finalize your order.
- 3 Dedicated project manager contacts you to discuss next steps.

## Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

### Milestones

- 1 **Sign service order**  
First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.
- 2 **Finalize order**  
Our internal teams will make sure we have all of the information we need to begin the installation process. This stage can take one to two weeks to complete. During this time, we may be in touch to get additional information and required forms.  
If your order includes voice services, this would be a good time to engage your vendor. If you're transferring phone numbers from your current vendor to your Spectrum Enterprise account, we'll need a complete list of the numbers you're transferring. Your vendor can help you pull these from your phone server. We also request your vendor be available to participate in cutover activities on the day of activation. Your project manager will work closely with you and your vendor throughout the implementation process, and schedule the cutover once the service is ready.
- 3 **Connect with project manager**  
As we're finalizing your order, your dedicated project manager will be in touch about next steps. Your project manager will be your primary point of contact during service installation, however, you may hear from additional team members throughout the process.  
You will be invited to an introduction call where your project manager will review your order and the installation process in more detail. During this meeting, we will agree to a call and reporting schedule to ensure a smooth and efficient installation.

Additional disclaimer pending - does not apply for coax or upgrades.

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[enterprise.spectrum.com](http://enterprise.spectrum.com)

**Spectrum**  
ENTERPRISE

**Certificate Of Completion**

Envelope Id: 6D67088735654AEF962CBB8578754A7D	Status: Delivered
Subject: Documents for your DocuSign Signature	
Source Envelope:	
Document Pages: 6	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator: Nathaniel Gould nathaniel.gould@charter.com
Enveloped Stamping: Disabled	IP Address: 13.110.74.8
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	

**Record Tracking**

Status: Original 11/7/2022 8:38:28 AM	Holder: Nathaniel Gould nathaniel.gould@charter.com	Location: DocuSign
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**Signer Events**

Signature	Timestamp
Noel Bennion nbennion@riversidemo.gov Capital Projects & Parks Manager Security Level: Email, Account Authentication (None)	Sent: 11/7/2022 8:38:30 AM Viewed: 11/11/2022 9:28:27 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/26/2022 8:54:03 AM  
 ID: 3d9cda6e-d09f-4ce6-ab7c-8bbb15153d99  
 Company Name: Spectrum Enterprise

**In Person Signer Events**

Signature	Timestamp
-----------	-----------

**Editor Delivery Events**

Status	Timestamp
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**Agent Delivery Events**

Status	Timestamp
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**Intermediary Delivery Events**

Status	Timestamp
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**Certified Delivery Events**

Status	Timestamp
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**Carbon Copy Events**

Status	Timestamp
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**Witness Events**

Signature	Timestamp
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**Notary Events**

Signature	Timestamp
-----------	-----------

**Envelope Summary Events**

Status	Timestamps
--------	------------

Envelope Sent	Hashed/Encrypted	11/7/2022 8:38:30 AM
Certified Delivered	Security Checked	11/11/2022 9:28:27 AM

**Payment Events**

Status	Timestamps
--------	------------

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Charter Communications Operating, LLC (“Spectrum”) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. If you wish to receive paper copies in lieu of electronic documents, you may close this browser and request paper copies from the “sending party” by following the procedures outlined below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **Requesting paper copies, withdrawing consent, and updating contact information**

*Requesting Paper Copies.*

Please provide your name, title, email, telephone, postal address and document title.

*Withdraw Consent.*

Please provide your name, title, email, date, telephone number and postal address.

*Update Contact Information.*

Please provide your name, title, email, telephone and postal address.

Any fees associated with sending paper copies or withdrawing consent will be determined by the sending party.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**To withdraw your consent with DocuSign**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. notify the “sending party” by email and in the body of such request you must state your email, full name, title, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Charter Communications Operating, LLC (“Spectrum”) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DocuSign during the course of your relationship with Charter Communications Operating, LLC (“Spectrum”).

**RESOLUTION NO. R-2022-132**

**A RESOLUTION APPROVING AN AGREEMENT WITH SETH EMERSON PALMITER FOR THE CREATION, PURCHASE, AND SALE OF ARTWORK**

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

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

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

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 6th day of December 2022.

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

ATTEST:

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

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

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

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

**WHEREAS**, the parties acknowledge that, as reflected by the City of Riverside’s Call to Artists regarding the E.H. Young Riverfront Park Entry Signage, the City is committed to promoting the cultural, educational, aesthetic, and economic vitality in the City by assembling and integrating art into public places, civic infrastructure, and present and future development, thereby setting the City apart as a distinctive place to visit, live, and do business; and

**WHEREAS**, the City issued a Call to Artists regarding the E.H. Young Riverfront Park Entry Signage, and Artist submitted an entry which has been selected; and

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

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

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

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



spirit of the submitted design. The Artist may make necessary design modifications as the work progresses so long as the general concept and materials remain materially consistent. The Artist's entry submitted in response to the City's Call to Artists (and the Call to Artists itself) is hereby incorporated by this reference as if fully set forth. The Artist shall complete the Artwork in time to have it delivered to the City no later than September 30, 2023.

3. **Purchase Price.** The purchase price for the Artwork is \$55,000, payable in three installments of \$30,000, \$12,500, and \$12,500, respectively. Upon receipt of the 1<sup>st</sup> installment payment, Artist shall begin work. The 2<sup>nd</sup> installment payment will be contingent upon receipt of 50% art fabrication progress pictures. Final Payment is conditioned on i) completion of the Artwork; ii) inspection and acceptance by the City for conformance with project specifications and iii) receipt by the City of Conservation Record Form information contained in Exhibit A. For Final Payment, the Artist shall be paid no later than thirty days from the date that the payment conditions are satisfied.
4. **Artist's Representations.** The Artist represents and warrants that:
  - a. The Artwork is original, authentic, and was created by the Artist.
  - b. The Artist has full legal right and authority to enter into this Agreement, to make the representations and warranties contained in this Agreement, and to complete the transaction contemplated by this Agreement.
  - c. The Artist is the sole and absolute owner of the Artwork and has good and marketable title to the Artwork, and the Artwork, at the time of transfer of title to the City, is free and clear of all rights, claims, liens, mortgages, security interests, or other encumbrances held by any person or entity.
  - d. The Artwork does not infringe the rights of any person or entity, including trademark, copyright, privacy, or publicity rights.
5. **City's Representations.** The City represents and warrants that:
  - a. During public exhibition of the Artwork, the City will acknowledge the Artist as the creator and will include the Artist's name (or, if requested, pseudonym or designation of anonymity), the title of the Artwork, and the year the Artwork was made.
6. **Ownership and Rights Related to the Artwork.** Upon final payment by the City to Artist, the Artist hereby irrevocably assigns and transfers to the City all right, title, and interest in and to the Artwork, including the entire Copyright.



7. **Warranties.** Artist warrants for a period of one year from the date of acceptance by the City of the Artwork that the Artwork shall be free from defects in material and workmanship. The Artist shall repair or replace at no cost to City any portion of the Artwork that is found to be defective during the warranty period. City agrees to notify the Artist of any such defect immediately upon discovery.
8. **Risk of Loss.** Artist assumes all risk of loss or damage to the Artwork prior to acceptance of the Artwork by the City, including during transport to the City. The City assumes all risk of loss or damage to the Artwork after acceptance of the Artwork provided that such loss or damage was not the fault of the Artist.
9. **Transportation and Delivery.** Transportation and delivery from the Artist to the City shall be the responsibility of the Artist. Delivery will be complete when the Artwork is delivered to the art site or a City-owned facility in Riverside, MO, per instructions from the City.
10. **Installation, Removal, and Display.**
  - a. The City shall be responsible for installation and removal of the Artwork. Notwithstanding any law to the contrary, Artist agrees that the City may, in its sole discretion, relocate the Artwork or decide not to exhibit the Artwork.
11. **Additional Provisions.**
  - a. **Default; Remedies.** If the Artist fails to fulfill in timely and proper manner his or her obligations under this Agreement, or if the Artist shall violate any of the terms of this Agreement, the City shall have the right to sue for specific performance, to immediately terminate this Agreement, to withhold payments and to recover payments previously made. Notwithstanding the above, the Artist shall not be relieved of liability to the City for damages sustained by any breach of this Agreement by the Artist.
  - b. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing, signed by the parties.
  - c. **Survival of Agreement Provisions.** The benefits of the representations, warranties, covenants, and indemnities contained in this Agreement shall survive completion of the transaction contemplated by this Agreement.
  - d. **Review of Agreement.** The parties understand, agree, and represent to each other that they have had the opportunity to retain independent legal counsel to review the terms and conditions of this Agreement before its execution,



irrespective of whether they in fact have retained or consulted with such legal counsel.

- e. **Waiver.** The failure of the City or the Artist to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.
- f. **Applicable Law; Venue.** This Agreement shall be governed by and construed under the laws of the State of Missouri and shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns. Venue shall be exclusive in Platte County, Missouri.
- g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.
- h. **Relationship of the Parties.** This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Artist is an independent contractor to the City.
- i. **No Third-Party Rights.** The parties do not intend to confer any benefit hereunder on any person, firm or other entity other than the parties hereto.
- j. **No Assignment.** The Artwork and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect. Nothing in this section shall prevent Artist from hiring a person or company to transport (or assist in transporting) the Artwork to the City, as is required by Section 9.
- k. **Force Majeure.** The City shall grant to the Artist a reasonable extension of time if conditions beyond the Artist's control render timely performance of the Artist's services impossible or impracticable. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.
- l. **Effective date.** This Agreement shall be effective as of the last date signed by the parties and shall continue in effect until the City makes payment to the Artist, subject to Section 11.c.



**m. Indemnity.** Artist shall indemnify, protect, defend and hold harmless the City and its officials, employees and agents (each a “Covered Person”) from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (“collectively “Losses”) arising from, in connection with or caused by any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Artist. Notwithstanding the foregoing, Artist shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist.

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**ARTIST:**



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Name: Seth Emerson Palmiter

Date: November 29, 2022

**CITY OF RIVERSIDE, MISSOURI:**

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Kathleen L. Rose  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

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Robin Kincaid  
City Clerk



## EXHIBIT A

### CONSERVATION RECORD FORM

Information to be provided by Artist:

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



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

**10. Desired appearance.**

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

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

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



EXHIBIT B



**RESOLUTION NO. R-2022-133**

**A RESOLUTION AUTHORIZING THE PURCHASE OF FURNITURE FOR THE PUBLIC SAFETY BUILDING (PROJECT NO. 537-086) THROUGH INTERIOR LANDSCAPES IN AN AMOUNT OF \$188,013.10**

**WHEREAS**, the Public Safety Building (Project No. 537-086) plan included the replacement of furniture throughout the building; and

**WHEREAS**, the City of Riverside in the adoption of its purchasing policy has approved the practice of purchasing from through the cooperative bidding process; and

**WHEREAS**, the Board of Aldermen approved Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners on September 6, 2022; and

**WHEREAS**, Interior Landscapes is an OMNIA Partners contract vendor; and

**WHEREAS**, funds for such purpose were budgeted in the Fiscal Year 2022-2023 budget; and

**WHEREAS**, the City of Riverside finds it is in the best interest of the citizens of the City of Riverside to authorize and approve the purchase of furniture for the Public Safety Building (Project No. 537-086) off the OMNIA Partners contract in an amount of \$188,013.10.

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

**THAT**, the purchase of furniture for the Public Safety Building (Project No. 537-086) off the OMNIA Partners contract in an amount of \$188,013.10 is hereby authorized and approved; and

**FURTHER THAT** the Mayor, City Administrator, Capital Projects and Parks Manager or other designee, is hereby authorized to execute all documents necessary or incidental to this transaction and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside Missouri the 6<sup>th</sup> day of December 2022.

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Mayor Kathleen L. Rose

ATTEST:

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Robin Kincaid, City Clerk

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
1			***OMNIA CONTRACT DISCOUNT PRICING APPLIED***		1	\$ 0.00	\$ 0.00
2			***X-CHAIRS NOT ON CONTRACT***		1	\$ 0.00	\$ 0.00
3	HSN	HLWMBT	ENDORSE WORK MID-BACK MESH BACK BIG AND TALL	Amy Main Bldg	1	\$ 691.86	\$ 691.86
		.Y4 .A .A .IM \$(1) .UR 10 .SB .N	Synchro Tilt Arm: Height and Width Adj Arm: Height and Width Adj Black Mesh Gr 1 UPH Contourett COLOR: Black Base: Standard Plastic Black No Head Rest				
sub			<b>Amy Main Bldg Subtotal</b>	<b>Amy Main Bldg</b>			<b>\$ 691.86</b>
4	HCG	HNLEP3028R	1-1/8WX29-1/8DX28-1/2H END PANEL FOR 30D RIGHT	DISPATCH A127	1	\$ 110.98	\$ 110.98
		.X \$(L1STD) .D	No Grommet Grd L1 Standard Laminates Natural Maple				
5	HCG	HNLMP7228	72W X 27-7/8H MODESTY / BACK PANEL	DISPATCH A127	1	\$ 138.24	\$ 138.24
		.X \$(L1STD) .D	No Grommet Grd L1 Standard Laminates Natural Maple				
6	HCG	HNLMP7828	78W X 27-7/8H MODESTY / BACK PANEL	DISPATCH A127	1	\$ 148.99	\$ 148.99
		.X \$(L1STD) .D	No Grommet Grd L1 Standard Laminates Natural Maple				
7	HCG	HNLRC3072	72W X 30D RECTANGLE WORKSURFACE	DISPATCH A127	1	\$ 206.98	\$ 206.98
		.G .D .T1 \$(L1STD) .D	Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple				
8	HCG	HNLRC3078	78W X 30D RECTANGLE WORKSURFACE	DISPATCH A127	1	\$ 226.18	\$ 226.18
		.G .D .T1 \$(L1STD) .D	Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple				
9	HCG	HNL291628PBBF	15-3/4WX29-1/8DX28-1/2H BOX/BOX/FILE PEDESTAL	DISPATCH A127	2	\$ 377.09	\$ 754.18
		.C .P \$(L1STD) .D \$(L1STD) .D	Canopy/Satin Color: Black Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
10	HCG	HNL291628PFF	15-3/4WX29-1/8DX28-1/2H FILE/FILE PEDESTAL	DISPATCH A127	2	\$ 377.09	\$ 754.18
		.C .P \$(L1STD) .D \$(L1STD) .D	Canopy/Satin Color: Black Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
sub			<b>DISPATCH A127 Subtotal</b>	<b>DISPATCH A127</b>			<b>\$ 2,339.73</b>
11	HCG	HLINEARC2	FIELD INSTALL DWR/DR KIT-LINEAR MAT CHROME 2PACK	DISPATCH SUPER A128	5	\$ 28.80	\$ 144.00
12	HCG	HLINEARC3	FIELD INSTALL DWR/DR KIT-LINEAR MAT CHROME 3PACK	DISPATCH SUPER A128	1	\$ 32.26	\$ 32.26
13	HND	HCTROUGH17	CABLE MNGMT TROUGH 17W SINGLE	DISPATCH SUPER A128	1	\$ 34.18	\$ 34.18
14	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	DISPATCH SUPER A128	1	\$ 56.83	\$ 56.83

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
15	HVO	HLED17A	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	DISPATCH SUPER A128	1	\$ 170.07	\$ 170.07
16	HVO	HLED17AUO	17LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWR)	DISPATCH SUPER A128	1	\$ 139.36	\$ 139.36
17	HND	HHN831124	FLAT BRACKET 24D	DISPATCH SUPER A128	1	\$ 24.38	\$ 24.38
18	HVO	HLSLZ5SC54	42W EXTERNAL STIFFENER Color: Charcoal	DISPATCH SUPER A128	1	\$ 47.23	\$ 47.23
19	HCG	H10502	10500 SERIES FLOORSTND FULL HT PED B/B/F 15-5/8W X 22-3/4D	DISPATCH SUPER A128	1	\$ 311.42	\$ 311.42
20	HCG	HLAMSHB30	5-1/8WX26DX24-1/4H SHROUD FOR HAB W/ 30D TOP Grd L1 Standard Laminates Natural Maple	DISPATCH SUPER A128	1	\$ 384.77	\$ 384.77
21	HCG	HNLMP7210	72W X 10H MODESTY / BACK PANEL Grd L1 Standard Laminates Natural Maple	DISPATCH SUPER A128	1	\$ 138.24	\$ 138.24
22	HCG	H105106	10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F Grd L1 Standard Laminates Natural Maple Natural Maple	DISPATCH SUPER A128	1	\$ 324.10	\$ 324.10
23	HCG	H105301R	10500 SERIES PERSONAL WARDROBE/STRG CAB 24W 24D 66-5/8H Grd L1 Standard Laminates Natural Maple Natural Maple	DISPATCH SUPER A128	1	\$ 969.60	\$ 969.60
24	HCG	H105381K	10500 SERIES36X18 1/2IN WALL MOUNT STORAGE 2-DR LOCKING Grd L1 Standard Laminates Natural Maple Natural Maple	DISPATCH SUPER A128	2	\$ 358.66	\$ 717.32
25	HCG	H105527R	10500 SERIES 24WX24DX66-5/8H SQ END CAP BOOKSHELF RT Grd L1 Standard Laminates Natural Maple Natural Maple	DISPATCH SUPER A128	1	\$ 435.07	\$ 435.07
26	HCG	HNLEP2428L	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEFT No Grommet Grd L1 Standard Laminates Natural Maple	DISPATCH SUPER A128	1	\$ 99.07	\$ 99.07
27	HCG	HNLEP2428R	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D RIGHT No Grommet Grd L1 Standard Laminates Natural Maple	DISPATCH SUPER A128	1	\$ 99.07	\$ 99.07
28	HVO	HLSL36TW	WM TACKBOARD FOR 36W WM OVERHEAD Grd A Fabric FABRIC: Appoint COLOR: Artichoke	DISPATCH SUPER A128	2	\$ 119.04	\$ 238.08
29	HVO	HLSL6014L	HLSL6014L Grd L1 Standard Laminates Natural Maple Color: Black	DISPATCH SUPER A128	1	\$ 132.11	\$ 132.11
30	HTL	HHATM3S3LT	MAX 3 STAGE 3 LEG T FOOT P1 Paint Opts Loft Standard Glide Memory Preset	DISPATCH SUPER A128	1	\$ 925.90	\$ 925.90

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
31	HCG	HNLRC2442V .G D .T1 \$(L1STD) D	42W X 24D RECTANGLE WORKSURFACE VERT GRAIN Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	DISPATCH SUPER A128	1	\$ 123.65	\$ 123.65
32	HCG	HNLRC2472 .G D .T1 \$(L1STD) D	72W X 24D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	DISPATCH SUPER A128	1	\$ 177.02	\$ 177.02
33	HCG	HNLRC3072 .G D .T1 \$(L1STD) D	72W X 30D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	DISPATCH SUPER A128	1	\$ 206.98	\$ 206.98
34	HSN	HCFRG .N E .IM \$(1) .UR 10 .TC00 .ST X .P8Z	HON CIPHER GUEST CHAIR Armless Glide 4-Way Black Gr 1 UPH Contourett COLOR: Black Coordinating Salt Frame Color Textured Salt	DISPATCH SUPER A128	2	\$ 254.13	\$ 508.26
sub			<b>DISPATCH SUPER A128 Subtotal</b>	<b>DISPATCH SUPER A128</b>			<b>\$ 6,438.97</b>
35	NL1	N71TCL IM	FARRAH,CENTER TABLE,GANGING,LAMINATE BRIGHTON	ENTRY LOBBY A101	1	\$ 276.75	\$ 276.75
36	NL1	N71D2 7 71412 497 STD	FARRAH,BENCH,2 SEAT GRADE 7 TOTTORI CLASSIC GREY POLISHED ALUMINUM STANDARD GLIDE	ENTRY LOBBY A101	2	\$ 1,516.05	\$ 3,032.10
37	NL1	N71M1LX 2 20112 7 71412 2 20112 497 STD	FARRAH,LOUNGE,GUEST STATIC,LEFT ARM,CONTRASTING GRADE 2 STRAND STONE GRADE 7 TOTTORI CLASSIC GREY GRADE 2 STRAND STONE POLISHED ALUMINUM STANDARD GLIDE	ENTRY LOBBY A101	1	\$ 1,628.10	\$ 1,628.10
38	NL1	N71M1RX 2 20112 7 71412 2 20112 497 STD	FARRAH,LOUNGE,GUEST STATIC,RIGHT ARM,CONTRASTING GRADE 2 STRAND STONE GRADE 7 TOTTORI CLASSIC GREY GRADE 2 STRAND STONE POLISHED ALUMINUM STANDARD GLIDE	ENTRY LOBBY A101	1	\$ 1,628.10	\$ 1,628.10
sub			<b>ENTRY LOBBY A101 Subtotal</b>	<b>ENTRY LOBBY A101</b>			<b>\$ 6,565.05</b>
39	HSF	HF23S .X104E	CONTAIN SATIN REMOVABLE LOCK CORE KIT KEY NUMBER: 104E	FIRE BUNK A139	1	\$ 17.46	\$ 17.46
40	HSF	HF23S .X105E	CONTAIN SATIN REMOVABLE LOCK CORE KIT KEY NUMBER: 105E	FIRE BUNK A139	1	\$ 17.46	\$ 17.46
41	HSF	HF23S .X106E	CONTAIN SATIN REMOVABLE LOCK CORE KIT KEY NUMBER: 106E	FIRE BUNK A139	1	\$ 17.46	\$ 17.46

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
42	HCL	HSDEP2429F	24D END-PANEL SUPPORTS FREESTANDING	FIRE BUNK A139	1	\$ 74.05	\$ 74.05
		\$(P1) .LOFT	P1 Paint Opts Loft				
43	HCL	HSDMP604	HALF HGT 14HX60W MOD PNL	FIRE BUNK A139	1	\$ 78.26	\$ 78.26
		\$(P1) .LOFT	P1 Paint Opts Loft				
44	HCL	HSDSL29	ABODE SHARED LEG	FIRE BUNK A139	1	\$ 141.17	\$ 141.17
		\$(P1) .LOFT	P1 Paint Opts Loft				
45	HND	HWR2448PN	SYSTEMS RECTANGULAR WKSFC EDGEBAND 24D X 48W/ NO GROM	FIRE BUNK A139	1	\$ 149.60	\$ 149.60
		\$(L1STD) .D .D	Grd L1 Standard Laminates Natural Maple Natural Maple				
46	HND	HWR2460P	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 60W	FIRE BUNK A139	1	\$ 176.69	\$ 176.69
		\$(L1STD) .D .D .LOFT	Grd L1 Standard Laminates Natural Maple Natural Maple Grommet: Loft				
47	HSF	HSPSF281524BBF L	28HX15WX24D SUPPORT PED FOOT LAM FRONT BBF	FIRE BUNK A139	3	\$ 405.15	\$ 1,215.45
		.SF PR6 A PR0 \$(P1) .LOFT \$(L1STD) .D .X	Contain Foot Silver Arch Anodized Silver P1 Paint Opts Loft Grd L1 Standard Laminate Natural Maple Lock: Omit Lock				
sub			<b>FIRE BUNK A139 Subtotal</b>	<b>FIRE BUNK A139</b>			<b>\$ 1,887.60</b>
48	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	FIRE BUNK A148	1	\$ 17.46	\$ 17.46
		X107E	KEY NUMBER: 107E				
49	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	FIRE BUNK A148	1	\$ 17.46	\$ 17.46
		X108E	KEY NUMBER: 108E				
50	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	FIRE BUNK A148	1	\$ 17.46	\$ 17.46
		X109E	KEY NUMBER: 109E				
51	HCL	HSDEP2429F	24D END-PANEL SUPPORTS FREESTANDING	FIRE BUNK A148	1	\$ 74.05	\$ 74.05
		\$(P1) .LOFT	P1 Paint Opts Loft				
52	HCL	HSDMP724	HALF HGT 14HX72W MOD PNL	FIRE BUNK A148	1	\$ 81.27	\$ 81.27
		\$(P1) .LOFT	P1 Paint Opts Loft				
53	HCL	HSDSL29	ABODE SHARED LEG	FIRE BUNK A148	1	\$ 141.17	\$ 141.17
		\$(P1) .LOFT	P1 Paint Opts Loft				
54	HND	HWR2448PN	SYSTEMS RECTANGULAR WKSFC EDGEBAND 24D X 48W/ NO GROM	FIRE BUNK A148	1	\$ 149.60	\$ 149.60
		\$(L1STD) .D .D	Grd L1 Standard Laminates Natural Maple Natural Maple				
55	HND	HWR2472P	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 72W	FIRE BUNK A148	1	\$ 195.35	\$ 195.35
		\$(L1STD) .D .D .LOFT	Grd L1 Standard Laminates Natural Maple Natural Maple Grommet: Loft				

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
56	HSF	HSPSF281524BBF L . SF PR6 A PR0 \$(P1) .LOFT \$(L1STD) .D .X	28HX15WX24D SUPPORT PED FOOT LAM FRONT BBF  Contain Foot Silver Arch Anodized Silver P1 Paint Opts Loft Grd L1 Standard Laminate Natural Maple Lock: Omit Lock	FIRE BUNK A148	3	\$ 405.15	\$ 1,215.45
sub			<b>FIRE BUNK A148 Subtotal</b>	<b>FIRE BUNK A148</b>			<b>\$ 1,909.27</b>
57	HCG	HNLLEP2441L . X \$(L1STD) .D	15-3/4WX24DX41H L-SHAPED END PANEL LEFT  No Grommet Grd L1 Standard Laminates Natural Maple	FIRE CONF A145	2	\$ 175.87	\$ 351.74
58	HCG	HNLLEP2441R . X \$(L1STD) .D	15-3/4WX24DX41H L-SHAPED END PANEL RIGHT  No Grommet Grd L1 Standard Laminates Natural Maple	FIRE CONF A145	2	\$ 175.87	\$ 351.74
59	HTL	HTLHP168 . \$(L1STD) .D .D	HTLHP168  Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE CONF A145	1	\$ 1,317.54	\$ 1,317.54
60	HCG	HNLRC2484 . G D .X \$(L1STD) .D	84W X 24D RECTANGLE WORKSURFACE  Smooth, Flat Natural Maple No Grommet Grd L1 Standard Laminates Natural Maple	FIRE CONF A145	1	\$ 237.70	\$ 237.70
61	HTL	HTLB54168 . G D .N \$(L1STD) .D	PRESIDE 168W X 54D BOAT SHAPED LAMINATE TOP  2MM/Flat Edge: Natural Maple No Grommets Grd L1 Standard Laminates Natural Maple	FIRE CONF A145	1	\$ 871.53	\$ 871.53
62	HTL	HTLCRED42S . \$(L1STD) .D .D \$(L1STD) .D .J .N \$(L1STD) .D	PRESIDE 20X42 36H HOSPITALITY CREDENZA W/ SHELF  Gr L1 Standard Laminates Natural Maple Natural Maple Gr L1 Standard Laminates Natural Maple Pull: Loop Satin Nickel No Cutout Gr L1 Standard Laminates Natural Maple	FIRE CONF A145	1	\$ 982.64	\$ 982.64
63	HSN	HCFEU . Y0 .STC .P .S \$(1) .UR 10 .QLT TC05 .PA	COFI EXECUTIVE HEIGHT CHAIR  Synchro-Tilt Standard Cylinder Fixed Polished Aluminum Black All-Surface Caster Grade 1 Uph Contourett COLOR: Black Quilt Stitch Light Red Polished Aluminum	FIRE CONF A145	12	\$ 524.41	\$ 6,292.92
sub			<b>FIRE CONF A145 Subtotal</b>	<b>FIRE CONF A145</b>			<b>\$ 10,405.81</b>
64	HSN	HMG4 . N .E .LA \$(1) .UR 64 .PR8	MOTIVATE FOUR LEG COUNER HEIGHT STOOL UPH SEAT  Arm: No Arm Standard Nylon Glide Lava Gr 1 UPH Contourett COLOR: Red Silver Texture	FIRE KITCHEN A138	3	\$ 223.79	\$ 671.37

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
65	HSN	HCFMU	COFI MANAGERIAL HEIGHT CHAIR	FIRE KITCHEN A138	8	\$ 414.49	\$ 3,315.92
		.Y0 .STC .F .S \$(1) .UR 10 .SLB TC05 .SB	Synchro-Tilt Standard Cylinder Fixed Black All-Surface Caster Grade 1 Uph Contourett COLOR: Black Solid Stitch Light Red Standard Base				
sub			<b>FIRE KITCHEN A138 Subtotal</b>	<b>FIRE KITCHEN A138</b>			<b>\$ 3,987.29</b>
66	NL1	N83GMDA	IDARA,MIDBACK,DISC BASE	FIRE MOTHERS ROOM A152	1	\$ 1,377.00	\$ 1,377.00
		4 41612 PO	GRADE 4 MASQUERADE VANILLA POLISHED				
67	HTL	HCWPT	15" x 17" Personal Table	FIRE MOTHERS ROOM A152	1	\$ 167.85	\$ 167.85
		\$(L1STD) .D .D \$(P2) .PR8	Grd L1 Standard Laminate Natural Maple EDGE: Natural Maple P2 Paint Opts Silver Texture				
sub			<b>FIRE MOTHERS ROOM A152 Subtotal</b>	<b>FIRE MOTHERS ROOM A152</b>			<b>\$ 1,544.85</b>
68	HCG	HLINEARC2	FIELD INSTALL DWR/DR KIT-LINEAR MAT CHROME 2PACK	FIRE OFFICE A146	5	\$ 28.80	\$ 144.00
69	HCG	HLINEARC3	FIELD INSTALL DWR/DR KIT-LINEAR MAT CHROME 3PACK	FIRE OFFICE A146	1	\$ 32.26	\$ 32.26
70	HND	HCTROUGH17	CABLE MNGMT TROUGH 17W SINGLE	FIRE OFFICE A146	1	\$ 34.18	\$ 34.18
71	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	FIRE OFFICE A146	1	\$ 56.83	\$ 56.83
72	HVO	HLED17A	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	FIRE OFFICE A146	1	\$ 170.07	\$ 170.07
73	HVO	HLED17AUO	17LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWR)	FIRE OFFICE A146	1	\$ 139.36	\$ 139.36
74	HND	HHN831124	FLAT BRACKET 24D	FIRE OFFICE A146	1	\$ 24.38	\$ 24.38
		.S	Color: Charcoal				
75	HVO	HLSLZ5SC54	42W EXTERNAL STIFFENER	FIRE OFFICE A146	1	\$ 47.23	\$ 47.23
		.P	Color: Black				
76	HCG	H10502	10500 SERIES FLOORSTND FULL HT PED B/B/F 15-5/8W X 22-3/4D	FIRE OFFICE A146	1	\$ 311.42	\$ 311.42
		\$(L1STD) .D	Grd L1 Standard Laminates Natural Maple				
77	HCG	HNLMP7210	72W X 10H MODESTY / BACK PANEL	FIRE OFFICE A146	1	\$ 138.24	\$ 138.24
		\$(L1STD) .D	Grd L1 Standard Laminates Natural Maple				
78	HTL	HTXLEG	PRESIDE ALUMINUM X-LEG	FIRE OFFICE A146	1	\$ 235.22	\$ 235.22
		\$(P1) .LOFT	P1 Paint Opts Loft				
79	HCG	H105106	10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F	FIRE OFFICE A146	1	\$ 324.10	\$ 324.10
		\$(L1STD) .D D	Grd L1 Standard Laminates Natural Maple Natural Maple				
80	HCG	H105301R	10500 SERIES PERSONAL WARDROBE/STRG CAB 24W 24D 66-5/8H	FIRE OFFICE A146	1	\$ 969.60	\$ 969.60
		\$(L1STD) .D D	Grd L1 Standard Laminates Natural Maple Natural Maple				

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
81	HCG	H105381K \$(L1STD) .D D	10500 SERIES36X18 1/2IN WALL MOUNT STORAGE 2-DR LOCKING Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A146	2	\$ 358.66	\$ 717.32
82	HCG	H105527R \$(L1STD) .D D	10500 SERIES 24WX24DX66-5/8H SQ END CAP BOOKSHELF RT Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A146	1	\$ 435.07	\$ 435.07
83	HCG	H105533 \$(L1STD) .D D	10500 SERIES BOOKCASE 3-SHELF 36WX13-1/8DX43-3/8H Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A146	1	\$ 273.41	\$ 273.41
84	HCG	HNLEP2428L .X \$(L1STD) .D	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEFT No Grommet Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A146	1	\$ 99.07	\$ 99.07
85	HCG	HNLEP2428R .X \$(L1STD) .D	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D RIGHT No Grommet Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A146	1	\$ 99.07	\$ 99.07
86	HVO	HLSL36TW \$(A) .APN 30	WM TACKBOARD FOR 36W WM OVERHEAD Grd A Fabric FABRIC: Appoint COLOR: Cherry	FIRE OFFICE A146	2	\$ 119.04	\$ 238.08
87	HVO	HLSL6014L \$(L1STD) .D .P	HLSL6014L Grd L1 Standard Laminates Natural Maple Color: Black	FIRE OFFICE A146	1	\$ 132.11	\$ 132.11
88	HTL	HHATM3S3LT \$(P1) .LOFT .X .MEM	MAX 3 STAGE 3 LEG T FOOT P1 Paint Opts Loft Standard Glide Memory Preset	FIRE OFFICE A146	1	\$ 925.90	\$ 925.90
89	HCG	HNLRC2442V .G D .T1 \$(L1STD) .D	42W X 24D RECTANGLE WORKSURFACE VERT GRAIN Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A146	1	\$ 123.65	\$ 123.65
90	HCG	HNLRC2472 .G D .T1 \$(L1STD) .D	72W X 24D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A146	1	\$ 177.02	\$ 177.02
91	HCG	HNLRC3072 .G D .T1 \$(L1STD) .D	72W X 30D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A146	1	\$ 206.98	\$ 206.98
92	HTL	HTLD42 .G D .N \$(L1STD) .D	PRESIDE 42IN ROUND SHAPED LAMINATE TOP 2MM/Flat Edge: Natural Maple No Grommets Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A146	1	\$ 221.82	\$ 221.82

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
93	HSN	HLWMBT	ENDORSE WORK MID-BACK MESH BACK BIG AND TALL	FIRE OFFICE A146	1	\$ 723.38	\$ 723.38
		.Y4	Synchro Tilt				
		.A	Arm: Height and Width Adj				
		.A	Arm: Height and Width Adj				
		.IM	Black Mesh				
		\$(1)	Gr 1 UPH				
		.UR	Contourett				
		10	COLOR: Black				
		.SB	Base: Standard Plastic Black				
		.HR	Head Rest				
94	HSN	HCFRG	HON CIPHER GUEST CHAIR	FIRE OFFICE A146	2	\$ 260.04	\$ 520.08
		.N	Armless				
		.E	Glide				
		.IM	4-Way Black				
		\$(1)	Gr 1 UPH				
		.UR	Contourett				
		10	COLOR: Black				
		.TC05	Light Red				
		.ST	Salt				
		X	Frame Color				
		.P8Z	Textured Salt				
95	HSN	HCFMU	COFI MANAGERIAL HEIGHT CHAIR	FIRE OFFICE A146	4	\$ 414.49	\$ 1,657.96
		.Y0	Synchro-Tilt				
		.STC	Standard Cylinder				
		.F	Fixed				
		.S	Black All-Surface Caster				
		\$(1)	Grade 1 Uph				
		.UR	Contourett				
		10	COLOR: Black				
		.SLB	Solid Stitch				
		TC05	Light Red				
		.SB	Standard Base				
sub			<b>FIRE OFFICE A146 Subtotal</b>	<b>FIRE OFFICE A146</b>			<b>\$ 9,177.81</b>
96	HCG	HLINEARC2	FIELD INSTALL DWR/DR KIT-LINEAR MAT CHROME 2PACK	FIRE OFFICE A149A	5	\$ 28.80	\$ 144.00
97	HCG	HLINEARC3	FIELD INSTALL DWR/DR KIT-LINEAR MAT CHROME 3PACK	FIRE OFFICE A149A	1	\$ 32.26	\$ 32.26
98	HND	HCTROUGH17	CABLE MNGMT TROUGH 17W SINGLE	FIRE OFFICE A149A	1	\$ 34.18	\$ 34.18
99	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	FIRE OFFICE A149A	1	\$ 56.83	\$ 56.83
100	HVO	HLED17A	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	FIRE OFFICE A149A	1	\$ 170.07	\$ 170.07
101	HVO	HLED17AUO	17LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWR)	FIRE OFFICE A149A	1	\$ 139.36	\$ 139.36
102	HND	HHN831124	FLAT BRACKET 24D	FIRE OFFICE A149A	1	\$ 24.38	\$ 24.38
		.S	Color: Charcoal				
103	HVO	HLSLZ5SC54	42W EXTERNAL STIFFENER	FIRE OFFICE A149A	1	\$ 47.23	\$ 47.23
		.P	Color: Black				
104	HCG	H10502	10500 SERIES FLOORSTND FULL HT PED B/B/F 15-5/8W X 22-3/4D	FIRE OFFICE A149A	1	\$ 311.42	\$ 311.42
		\$(L1STD)	Grd L1 Standard Laminates				
		.D	Natural Maple				
105	HCG	HNLMP7210	72W X 10H MODESTY / BACK PANEL	FIRE OFFICE A149A	1	\$ 138.24	\$ 138.24
		\$(L1STD)	Grd L1 Standard Laminates				
		.D	Natural Maple				
106	HCG	H105106	10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F	FIRE OFFICE A149A	1	\$ 324.10	\$ 324.10
		\$(L1STD)	Grd L1 Standard Laminates				
		.D	Natural Maple				
		D	Natural Maple				
107	HCG	H105302L	10500 SERIES PERSONAL WARDROBE/STRG CAB 24W 24D 66-5/8H	FIRE OFFICE A149A	1	\$ 969.60	\$ 969.60
		\$(L1STD)	Grd L1 Standard Laminates				
		.D	Natural Maple				
		D	Natural Maple				

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
108	HCG	H105381K \$(L1STD) .D D	10500 SERIES36X18 1/2IN WALL MOUNT STORAGE 2-DR LOCKING Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A149A	2	\$ 358.66	\$ 717.32
109	HCG	H105528L \$(L1STD) .D D	10500 SERIES 24WX24DX66-5/8H SQ END CAP BOOKSHELF LT Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A149A	1	\$ 435.07	\$ 435.07
110	HCG	H105533 \$(L1STD) .D D	10500 SERIES BOOKCASE 3-SHELF 36WX13-1/8DX43-3/8H Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A149A	1	\$ 273.41	\$ 273.41
111	HCG	HNLEP2428L .X \$(L1STD) D	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEFT No Grommet Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149A	1	\$ 99.07	\$ 99.07
112	HCG	HNLEP2428R .X \$(L1STD) D	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D RIGHT No Grommet Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149A	1	\$ 99.07	\$ 99.07
113	HVO	HLSL36TW \$(A) .APN 30	WM TACKBOARD FOR 36W WM OVERHEAD Grd A Fabric FABRIC: Appoint COLOR: Cherry	FIRE OFFICE A149A	2	\$ 119.04	\$ 238.08
114	HVO	HLSL6014L \$(L1STD) .D P	HLSL6014L Grd L1 Standard Laminates Natural Maple Color: Black	FIRE OFFICE A149A	1	\$ 132.11	\$ 132.11
115	HTL	HHATM3S3LT \$(P1) .LOFT .X .MEM	MAX 3 STAGE 3 LEG T FOOT P1 Paint Opts Loft Standard Glide Memory Preset	FIRE OFFICE A149A	1	\$ 925.90	\$ 925.90
116	HCG	HNLRC2442V .G D .T1 \$(L1STD) D	42W X 24D RECTANGLE WORKSURFACE VERT GRAIN Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149A	1	\$ 123.65	\$ 123.65
117	HCG	HNLRC2472 .G D .T1 \$(L1STD) D	72W X 24D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149A	1	\$ 177.02	\$ 177.02
118	HCG	HNLRC3072 .G D .T1 \$(L1STD) D	72W X 30D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149A	1	\$ 206.98	\$ 206.98
119	HSN	HLWMBT .Y4 .A A .IM \$(1) .UR 10 .SB .HR	ENDORSE WORK MID-BACK MESH BACK BIG AND TALL Synchro Tilt Arm: Height and Width Adj Arm: Height and Width Adj Black Mesh Gr 1 UPH Contourett COLOR: Black Base: Standard Plastic Black Head Rest	FIRE OFFICE A149A	1	\$ 723.38	\$ 723.38

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
120	HSN	HCFRGR .N .E .IM \$(1) .UR 10 .TC05 .ST X .P8Z	HON CIPHER GUEST CHAIR  Armless Glide 4-Way Black Gr 1 UPH Contourett COLOR: Black Light Red Salt Frame Color Textured Salt	FIRE OFFICE A149A	2	\$ 260.04	\$ 520.08
sub			<b>FIRE OFFICE A149A Subtotal</b>	<b>FIRE OFFICE A149A</b>			<b>\$ 7,062.81</b>
121	HCG	HLINEARC2	FIELD INSTALL DWR/DR KIT-LINEAR MAT CHROME 2PACK	FIRE OFFICE A149B	5	\$ 28.80	\$ 144.00
122	HCG	HLINEARC3	FIELD INSTALL DWR/DR KIT-LINEAR MAT CHROME 3PACK	FIRE OFFICE A149B	1	\$ 32.26	\$ 32.26
123	HND	HCTROUGH17	CABLE MNGMT TROUGH 17W SINGLE	FIRE OFFICE A149B	1	\$ 34.18	\$ 34.18
124	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	FIRE OFFICE A149B	1	\$ 56.83	\$ 56.83
125	HVO	HLED17A	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	FIRE OFFICE A149B	1	\$ 170.07	\$ 170.07
126	HVO	HLED17AUO	17LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWR)	FIRE OFFICE A149B	1	\$ 139.36	\$ 139.36
127	HND	HHN831124  S	FLAT BRACKET 24D  Color: Charcoal	FIRE OFFICE A149B	1	\$ 24.38	\$ 24.38
128	HVO	HLSLZ5SC54  P	42W EXTERNAL STIFFENER  Color: Black	FIRE OFFICE A149B	1	\$ 47.23	\$ 47.23
129	HCG	H10502  \$(L1STD) .D	10500 SERIES FLOORSTND FULL HT PED B/B/F 15-5/8W X 22-3/4D  Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149B	1	\$ 311.42	\$ 311.42
130	HCG	HNLMP7210  \$(L1STD) .D	72W X 10H MODESTY / BACK PANEL  Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149B	1	\$ 138.24	\$ 138.24
131	HCG	H105106  \$(L1STD) .D D	10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F  Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A149B	1	\$ 324.10	\$ 324.10
132	HCG	H105301R  \$(L1STD) .D D	10500 SERIES PERSONAL WARDROBE/STRG CAB 24W 24D 66-5/8H  Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A149B	1	\$ 969.60	\$ 969.60
133	HCG	H105381K  \$(L1STD) .D D	10500 SERIES36X18 1/2IN WALL MOUNT STORAGE 2-DR LOCKING  Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A149B	2	\$ 358.66	\$ 717.32
134	HCG	H105527R  \$(L1STD) .D D	10500 SERIES 24WX24DX66-5/8H SQ END CAP BOOKSHELF RT  Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A149B	1	\$ 435.07	\$ 435.07
135	HCG	H105533  \$(L1STD) .D D	10500 SERIES BOOKCASE 3-SHELF 36WX13-1/8DX43-3/8H  Grd L1 Standard Laminates Natural Maple Natural Maple	FIRE OFFICE A149B	1	\$ 273.41	\$ 273.41
136	HCG	HNLEP2428L  X \$(L1STD) .D	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEFT  No Grommet Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149B	1	\$ 99.07	\$ 99.07

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
137	HCG	HNL2P2428R .X \$(L1STD) .D	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D RIGHT No Grommet Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149B	1	\$ 99.07	\$ 99.07
138	HVO	HLSL36TW \$(A) .APN 30	WM TACKBOARD FOR 36W WM OVERHEAD Grd A Fabric FABRIC: Appoint COLOR: Cherry	FIRE OFFICE A149B	2	\$ 119.04	\$ 238.08
139	HVO	HLSL6014L \$(L1STD) .D .P	HLSL6014L Grd L1 Standard Laminates Natural Maple Color: Black	FIRE OFFICE A149B	1	\$ 132.11	\$ 132.11
140	HTL	HHATM3S3LT \$(P1) .LOFT X MEM	MAX 3 STAGE 3 LEG T FOOT P1 Paint Opts Loft Standard Glide Memory Preset	FIRE OFFICE A149B	1	\$ 925.90	\$ 925.90
141	HCG	HNLRC2442V .G D .T1 \$(L1STD) .D	42W X 24D RECTANGLE WORKSURFACE VERT GRAIN Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149B	1	\$ 123.65	\$ 123.65
142	HCG	HNLRC2472 .G D .T1 \$(L1STD) .D	72W X 24D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149B	1	\$ 177.02	\$ 177.02
143	HCG	HNLRC3072 .G D .T1 \$(L1STD) .D	72W X 30D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	FIRE OFFICE A149B	1	\$ 206.98	\$ 206.98
144	HSN	HLWMBT .Y4 .A .A .IM \$(1) .UR 10 .SB HR	ENDORSE WORK MID-BACK MESH BACK BIG AND TALL Synchro Tilt Arm: Height and Width Adj Arm: Height and Width Adj Black Mesh Gr 1 UPH Contourett COLOR: Black Base: Standard Plastic Black Head Rest	FIRE OFFICE A149B	1	\$ 723.38	\$ 723.38
145	HSN	HCFRG .N E .IM \$(1) .UR 10 .TC05 .ST X .P8Z	HON CIPHER GUEST CHAIR Armless Glide 4-Way Black Gr 1 UPH Contourett COLOR: Black Light Red Salt Frame Color Textured Salt	FIRE OFFICE A149B	2	\$ 260.04	\$ 520.08
sub			<b>FIRE OFFICE A149B Subtotal</b>	<b>FIRE OFFICE A149B</b>			<b>\$ 7,062.81</b>

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
146	HSN	HCFRGR .N .S .IM \$(1) .UR 10 .TC05 .ST X .P8Z	HON CIPHER GUEST CHAIR  Armless Black All-Surface Caster 4-Way Black Gr 1 UPH Contourett COLOR: Black Light Red Salt Frame Color Textured Salt	FIRE ROOM A147	2	\$ 271.86	\$ 543.72
sub			<b>FIRE ROOM A147 Subtotal</b>	<b>FIRE ROOM A147</b>			<b>\$ 543.72</b>
147	HTL	HFTPTL18 .G LOFT \$(L1STD) .B9 \$(P2) .PR8	FLOCK 18 PERSONAL TABLE LAMINATE  2MM Edge Loft Grd L1 Standard Laminates Silver Mesh P2 Paint Opts Silver Texture	FIRE TV ROOM A141	5	\$ 329.38	\$ 1,646.90
sub			<b>FIRE TV ROOM A141 Subtotal</b>	<b>FIRE TV ROOM A141</b>			<b>\$ 1,646.90</b>
148	HND	HCTROUGH17	CABLE MNGMT TROUGH 17W SINGLE	POLICE ADMIN A172	2	\$ 34.18	\$ 68.36
149	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	POLICE ADMIN A172	1	\$ 56.83	\$ 56.83
150	HVO	HLED31A	31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	POLICE ADMIN A172	1	\$ 228.16	\$ 228.16
151	HVO	HLED31AUO	31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	POLICE ADMIN A172	1	\$ 186.02	\$ 186.02
152	HCG	HF23S .X125E	CONTAIN SATIN REMOVABLE LOCK CORE KIT  KEY NUMBER: 125E	POLICE ADMIN A172	5	\$ 17.46	\$ 87.30
153	HCG	HLAMSHB30 \$(L1STD) .D	5-1/8WX26DX24-1/4H SHROUD FOR HAB W/ 30D TOP  Grd L1 Standard Laminates Natural Maple	POLICE ADMIN A172	1	\$ 384.77	\$ 384.77
154	HCG	HNLEP1128 \$(L1STD) .D	1-1/8WX11-1/4DX28-1/2H END PANELS FOR 24D; 2PK  Grd L1 Standard Laminates Natural Maple	POLICE ADMIN A172	1	\$ 112.90	\$ 112.90
155	HCG	HNLMP4810 \$(L1STD) .D	48W X 10H MODESTY / BACK PANEL  Grd L1 Standard Laminates Natural Maple	POLICE ADMIN A172	1	\$ 107.90	\$ 107.90
156	HCG	HNLMP6010 \$(L1STD) .D	60W X 10H MODESTY / BACK PANEL  Grd L1 Standard Laminates Natural Maple	POLICE ADMIN A172	1	\$ 117.89	\$ 117.89
157	HCG	HNLEP3028L .P \$(L1STD) .D	1-1/8WX29-1/8DX28-1/2H END PANEL FOR 30D LEFT  Color: Black Grd L1 Standard Laminates Natural Maple	POLICE ADMIN A172	1	\$ 110.98	\$ 110.98
158	HCG	HNLEP3028R .P \$(L1STD) .D	1-1/8WX29-1/8DX28-1/2H END PANEL FOR 30D RIGHT  Color: Black Grd L1 Standard Laminates Natural Maple	POLICE ADMIN A172	1	\$ 110.98	\$ 110.98
159	HVO	HLSL6014L \$(L1STD) .D .P	HLSL6014L  Grd L1 Standard Laminates Natural Maple Color: Black	POLICE ADMIN A172	1	\$ 132.11	\$ 132.11
160	HVO	HLSL78TW \$(A) .APN 27	TACKBOARD FOR 78IN W WALLMOUNT TACKBOARD  Grd A Fabric FABRIC: Appoint COLOR: Jet	POLICE ADMIN A172	1	\$ 192.77	\$ 192.77

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
161	HCG	HNLMP4828	48W X 27-7/8H MODESTY / BACK PANEL	POLICE ADMIN A172	1	\$ 107.90	\$ 107.90
		.P \$(L1STD) .D	Color: Black Grd L1 Standard Laminates Natural Maple				
162	HTL	HHATM3S2LT	MAX 3 STAGE 2 LEG T FOOT	POLICE ADMIN A172	1	\$ 492.50	\$ 492.50
		\$(P1) .LOFT .X .MEM	P1 Paint Opts Loft Standard Glide Memory Preset				
163	HCG	HNL2978LD	78X15X28-1/2 WALL MOUNT STORAGE LAM DOORS	POLICE ADMIN A172	1	\$ 725.76	\$ 725.76
		\$(L1STD) .D \$(L1STD) .D	Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
164	HCG	HNL2116MBF	15-3/4X20-1/8X21-1/2 MOBILE PEDESTAL BOX/FILE	POLICE ADMIN A172	1	\$ 366.72	\$ 366.72
		.C \$(L1STD) .D \$(L1STD) .D	Canopy/Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
165	HCG	HNLRC2448	48W X 24D RECTANGLE WORKSURFACE	POLICE ADMIN A172	1	\$ 132.86	\$ 132.86
		.G D .T1 \$(L1STD) .D	Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple				
166	HCG	HNLRC3048	48W X 30D RECTANGLE WORKSURFACE	POLICE ADMIN A172	1	\$ 145.54	\$ 145.54
		.G D .T1 \$(L1STD) .D	Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple				
167	HCG	HNLRC3060	60W X 30D RECTANGLE WORKSURFACE	POLICE ADMIN A172	1	\$ 177.79	\$ 177.79
		.G D .T1 \$(L1STD) .D	Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple				
168	HCG	HNLRC3072	72W X 30D RECTANGLE WORKSURFACE	POLICE ADMIN A172	1	\$ 206.98	\$ 206.98
		.G D .T1 \$(L1STD) .D	Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple				
169	HCG	HNL242479TLL	24X24X78-1/8 TOWER FF LAM DRS WARDROBE LF	POLICE ADMIN A172	1	\$ 1,179.65	\$ 1,179.65
		.C \$(L1STD) .D \$(L1STD) .D	Canopy/Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
170	HCG	HNL1530BK3	30X14-1/4X42 BOOKCASE 3-SHELF	POLICE ADMIN A172	2	\$ 308.35	\$ 616.70
		.G D \$(L1STD) .D \$(L1STD) .D	Smooth, Flat Natural Maple Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
171	HCG	HNL231628PBBF	15-3/4WX23-1/8DX28-1/2H BOX/BOX/FILE PEDESTAL	POLICE ADMIN A172	1	\$ 344.06	\$ 344.06
		.C .X \$(L1STD) .D \$(L1STD) .D	Canopy/Satin No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
172	HCG	HNL233028PLF	30WX23-1/8DX28-1/2H LATERAL FILE PEDESTAL  .C .P \$(L1STD) .D \$(L1STD) .D	POLICE ADMIN A172	1	\$ 463.49	\$ 463.49
			Canopy/Satin Color: Black Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
sub			<b>POLICE ADMIN A172 Subtotal</b>	<b>POLICE ADMIN A172</b>			<b>\$ 6,856.92</b>
173	HTL	HCWTDSBM29	29H DOUBLE PEDESTAL MEDIUM  \$(P1) .P7L	POLICE BREAKROOM A112	1	\$ 572.88	\$ 572.88
			P1 Paint Opts Textured Loft				
174	HTL	HCWTB3684G	36X84 BOOTH TOP W/ FLAT EDGE  .N \$(L1STD) .LAHS K	POLICE BREAKROOM A112	1	\$ 364.84	\$ 364.84
			No Grommet Grd L1 Standard Laminate Handspun Slate EDGE: Platinum				
175	HSN	HASLB3MF	ASTIR THREE SEAT LOUNGE: LOW BACK MULTI-FABRIC  .N \$(1) .UR 96 \$(1) .UR 18 .PM P8V	POLICE BREAKROOM A112	1	\$ 1,484.30	\$ 1,484.30
			No Arms Grade 1 Uph Contourett COLOR: Ocean Grade 1 Uph Contourett COLOR: Ocean Post Metal Textured Titanium				
176	HSN	HCFRG	HON CIPHER GUEST CHAIR  .N .S .IC \$(1) .UR 96 .TC00 ST X .P8Z	POLICE BREAKROOM A112	3	\$ 265.95	\$ 797.85
			Armless Black All-Surface Caster 4-Way Charcoal Gr 1 UPH Contourett COLOR: Ocean Coordinating Salt Frame Color Textured Salt				
sub			<b>POLICE BREAKROOM A112 Subtotal</b>	<b>POLICE BREAKROOM A112</b>			<b>\$ 3,219.87</b>
177	HND	HCTROUGH17	CABLE MNGMT TROUGH 17W SINGLE	POLICE CAPT A175	1	\$ 34.18	\$ 34.18
178	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	POLICE CAPT A175	1	\$ 56.83	\$ 56.83
179	HVO	HLED17A	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	POLICE CAPT A175	1	\$ 170.07	\$ 170.07
180	HVO	HLED17AUO	17LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWR)	POLICE CAPT A175	1	\$ 139.36	\$ 139.36
181	HND	HHN831124	FLAT BRACKET 24D	POLICE CAPT A175	1	\$ 24.38	\$ 24.38
182	HVO	HLSLZ5SC54	42W EXTERNAL STIFFENER  .S	POLICE CAPT A175	1	\$ 47.23	\$ 47.23
			Color: Charcoal				
183	HCG	HLAMSHB30	5-1/8WX26DX24-1/4H SHROUD FOR HAB W/ 30D TOP  \$(L1STD) .D	POLICE CAPT A175	1	\$ 384.77	\$ 384.77
			Grd L1 Standard Laminates Natural Maple				
184	HCG	HNLLB1618	15-3/4W X 18H PED LOW BACK PANEL  \$(L1STD) .D	POLICE CAPT A175	1	\$ 62.21	\$ 62.21
			Grd L1 Standard Laminates Natural Maple				
185	HCG	HNLMP7210	72W X 10H MODESTY / BACK PANEL  \$(L1STD) .D	POLICE CAPT A175	1	\$ 138.24	\$ 138.24
			Grd L1 Standard Laminates Natural Maple				

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
186	HCG	HNL2428L .P \$(L1STD) .D	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEFT Color: Black Grd L1 Standard Laminates Natural Maple	POLICE CAPT A175	1	\$ 99.07	\$ 99.07
187	HVO	HLSL6014L \$(L1STD) .D .P	HLSL6014L Grd L1 Standard Laminates Natural Maple Color: Black	POLICE CAPT A175	1	\$ 132.11	\$ 132.11
188	HVO	HLSL72TW \$(A) .APN 27	TACKBOARD FOR 72IN W WALLMOUNT TACKBOARD Grd A Fabric FABRIC: Appoint COLOR: Jet	POLICE CAPT A175	1	\$ 183.55	\$ 183.55
189	HCG	HNL2972SD \$(L1STD) .D \$(L1STD) .D	72X15X28-1/2 WALL MOUNT STORAGE SLIDING DR Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple	POLICE CAPT A175	1	\$ 720.00	\$ 720.00
190	HTL	HHATM3S3LT \$(P1) .LOFT .X .MEM	MAX 3 STAGE 3 LEG T FOOT P1 Paint Opts Loft Standard Glide Memory Preset	POLICE CAPT A175	1	\$ 925.90	\$ 925.90
191	HCG	HNL2116MBF .C \$(L1STD) .D \$(L1STD) .D	15-3/4X20-1/8X21-1/2 MOBILE PEDESTAL BOX/FILE Canopy/Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple	POLICE CAPT A175	1	\$ 366.72	\$ 366.72
192	HCG	HNL241879WLR .C \$(L1STD) .D \$(L1STD) .D	18X24X78-1/8 WARDROBE/STORAGE CAB LAM DR RT Canopy/Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple	POLICE CAPT A175	1	\$ 834.05	\$ 834.05
193	HCG	HNL242479TLR .C \$(L1STD) .D \$(L1STD) .D	24X24X78-1/8 TOWER FF LAM DRS WARDROBE RT Canopy/Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple	POLICE CAPT A175	1	\$ 1,179.65	\$ 1,179.65
194	HCG	HNLRC2442V .G D .T1 \$(L1STD) .D	42W X 24D RECTANGLE WORKSURFACE VERT GRAIN Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	POLICE CAPT A175	1	\$ 123.65	\$ 123.65
195	HCG	HNLRC2472 .G D .T1 \$(L1STD) .D	72W X 24D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	POLICE CAPT A175	1	\$ 177.02	\$ 177.02
196	HCG	HNLRC3072 .G D .T1 \$(L1STD) .D	72W X 30D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	POLICE CAPT A175	1	\$ 206.98	\$ 206.98
197	HCG	HNL1530BK3 .G D \$(L1STD) .D \$(L1STD) .D	30X14-1/4X42 BOOKCASE 3-SHELF Smooth, Flat Natural Maple Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple	POLICE CAPT A175	2	\$ 308.35	\$ 616.70

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
198	HCG	HNL231628PBBF	15-3/4WX23-1/8DX28-1/2H BOX/BOX/FILE PEDESTAL  .C .X \$(L1STD) .D \$(L1STD) .D Natural Maple Natural Maple	POLICE CAPT A175	1	\$ 344.06	\$ 344.06
199	HSN	HCFRG	HON CIPHER GUEST CHAIR  .N .E .IM \$(1) .UR 10 .TC08 .ST X .P8Z Armless Glide 4-Way Black Gr 1 UPH Contourett COLOR: Black Blue Salt Frame Color Textured Salt	POLICE CAPT A175	2	\$ 260.04	\$ 520.08
sub			<b>POLICE CAPT A175 Subtotal</b>	<b>POLICE CAPT A175</b>			<b>\$ 7,486.81</b>
200	HND	HCTROUGH17	CABLE MNGMT TROUGH 17W SINGLE	POLICE CAPT A177	1	\$ 34.18	\$ 34.18
201	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	POLICE CAPT A177	1	\$ 56.83	\$ 56.83
202	HVO	HLED17A	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	POLICE CAPT A177	1	\$ 170.07	\$ 170.07
203	HVO	HLED17AUO	17LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWR)	POLICE CAPT A177	1	\$ 139.36	\$ 139.36
204	HND	HHN831124	FLAT BRACKET 24D	POLICE CAPT A177	1	\$ 24.38	\$ 24.38
205	HVO	HLSLZ5SC54	42W EXTERNAL STIFFENER  .S Color: Charcoal	POLICE CAPT A177	1	\$ 47.23	\$ 47.23
206	HCG	HLAMSHB30	5-1/8WX26DX24-1/4H SHROUD FOR HAB W/ 30D TOP  \$(L1STD) .D Grd L1 Standard Laminates Natural Maple	POLICE CAPT A177	1	\$ 384.77	\$ 384.77
207	HCG	HNLLB1618	15-3/4W X 18H PED LOW BACK PANEL  \$(L1STD) .D Grd L1 Standard Laminates Natural Maple	POLICE CAPT A177	1	\$ 62.21	\$ 62.21
208	HCG	HNLMP7210	72W X 10H MODESTY / BACK PANEL  \$(L1STD) .D Grd L1 Standard Laminates Natural Maple	POLICE CAPT A177	1	\$ 138.24	\$ 138.24
209	HCG	HNLEP2428R	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D RIGHT  .P \$(L1STD) .D Color: Black Grd L1 Standard Laminates Natural Maple	POLICE CAPT A177	1	\$ 99.07	\$ 99.07
210	HVO	HLSL6014L	HLSL6014L  \$(L1STD) .D .P Grd L1 Standard Laminates Natural Maple Color: Black	POLICE CAPT A177	1	\$ 132.11	\$ 132.11
211	HVO	HLSL72TW	TACKBOARD FOR 72IN W WALLMOUNT TACKBOARD  \$(A) .APN 27 Grd A Fabric FABRIC: Appoint COLOR: Jet	POLICE CAPT A177	1	\$ 183.55	\$ 183.55
212	HCG	HNL2972SD	72X15X28-1/2 WALL MOUNT STORAGE SLIDING DR  \$(L1STD) .D \$(L1STD) .D Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple	POLICE CAPT A177	1	\$ 720.00	\$ 720.00

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
213	HTL	HHATM3S3LT	MAX 3 STAGE 3 LEG T FOOT	POLICE CAPT A177	1	\$ 925.90	\$ 925.90
		\$(P1) .LOFT .X .MEM	P1 Paint Opts Loft Standard Glide Memory Preset				
214	HCG	HNL2116MBF	15-3/4X20-1/8X21-1/2 MOBILE PEDESTAL BOX/FILE	POLICE CAPT A177	1	\$ 366.72	\$ 366.72
		.C \$(L1STD) .D \$(L1STD) .D	Canopy/Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
215	HCG	HNL241879WLL	18X24X78-1/8 WARDROBE/STORAGE CAB LAM DR LF	POLICE CAPT A177	1	\$ 834.05	\$ 834.05
		.C \$(L1STD) .D \$(L1STD) .D	Canopy/Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
216	HCG	HNL242479TLL	24X24X78-1/8 TOWER FF LAM DRS WARDROBE LF	POLICE CAPT A177	1	\$ 1,179.65	\$ 1,179.65
		.C \$(L1STD) .D \$(L1STD) .D	Canopy/Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
217	HCG	HNLRC2442V	42W X 24D RECTANGLE WORKSURFACE VERT GRAIN	POLICE CAPT A177	1	\$ 123.65	\$ 123.65
		.G D .T1 \$(L1STD) .D	Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple				
218	HCG	HNLRC2472	72W X 24D RECTANGLE WORKSURFACE	POLICE CAPT A177	1	\$ 177.02	\$ 177.02
		.G D .T1 \$(L1STD) .D	Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple				
219	HCG	HNLRC3072	72W X 30D RECTANGLE WORKSURFACE	POLICE CAPT A177	1	\$ 206.98	\$ 206.98
		.G D .T1 \$(L1STD) .D	Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple				
220	HCG	HNL1530BK3	30X14-1/4X42 BOOKCASE 3-SHELF	POLICE CAPT A177	2	\$ 308.35	\$ 616.70
		.G D \$(L1STD) .D \$(L1STD) .D	Smooth, Flat Natural Maple Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
221	HCG	HNL231628PBBF	15-3/4WX23-1/8DX28-1/2H BOX/BOX/FILE PEDESTAL	POLICE CAPT A177	1	\$ 344.06	\$ 344.06
		.C .X \$(L1STD) .D \$(L1STD) .D	Canopy/Satin No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple				
222	HSN	HCFRG	HON CIPHER GUEST CHAIR	POLICE CAPT A177	2	\$ 260.04	\$ 520.08
		.N .E .IM \$(1) .UR 10 .TC08 .ST .X .P8Z	Armless Glide 4-Way Black Gr 1 UPH Contourett COLOR: Black Blue Salt Frame Color Textured Salt				
sub			<b>POLICE CAPT A177 Subtotal</b>	<b>POLICE CAPT A177</b>			<b>\$ 7,486.81</b>

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
223	HND	HCTROUGH17	CABLE MNGMT TROUGH 17W SINGLE	POLICE CHIEF A173	1	\$ 34.18	\$ 34.18
224	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	POLICE CHIEF A173	1	\$ 56.83	\$ 56.83
225	HVO	HLED17A	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	POLICE CHIEF A173	2	\$ 170.07	\$ 340.14
226	HVO	HLED17AUO	17LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWR)	POLICE CHIEF A173	2	\$ 139.36	\$ 278.72
227	HND	HHN831124	FLAT BRACKET 24D	POLICE CHIEF A173	1	\$ 24.38	\$ 24.38
228	HVO	HLSLZ5SC54	42W EXTERNAL STIFFENER	POLICE CHIEF A173	1	\$ 47.23	\$ 47.23
229	HCG	HLAMSHB30	5-1/8WX26DX24-1/4H SHROUD FOR HAB W/ 30D TOP	POLICE CHIEF A173	1	\$ 384.77	\$ 384.77
230	HCG	HNLLB1618	15-3/4W X 18H PED LOW BACK PANEL	POLICE CHIEF A173	2	\$ 62.21	\$ 124.42
231	HCG	HNLMP9610	96W X 10H MODESTY / BACK PANEL	POLICE CHIEF A173	1	\$ 207.36	\$ 207.36
232	HTL	HTXLEG	PRESIDE ALUMINUM X-LEG	POLICE CHIEF A173	1	\$ 235.22	\$ 235.22
233	HCG	HNLEP2428L	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEFT	POLICE CHIEF A173	1	\$ 99.07	\$ 99.07
234	HVO	HLSL48TW	WM TACKBOARD FOR 48W WM OVERHEAD	POLICE CHIEF A173	2	\$ 135.94	\$ 271.88
235	HVO	HLSL6014L	HLSL6014L	POLICE CHIEF A173	1	\$ 132.11	\$ 132.11
236	HCG	HNL2948SD	48X15X28-1/2 WALL MOUNT STORAGE SLIDING DR	POLICE CHIEF A173	2	\$ 577.54	\$ 1,155.08
237	HTL	HHATM3S3LT	MAX 3 STAGE 3 LEG T FOOT	POLICE CHIEF A173	1	\$ 925.90	\$ 925.90
238	HCG	HNL2116MBF	15-3/4X20-1/8X21-1/2 MOBILE PEDESTAL BOX/FILE	POLICE CHIEF A173	1	\$ 366.72	\$ 366.72
239	HCG	HNL241879WLR	18X24X78-1/8 WARDROBE/STORAGE CAB LAM DR RT	POLICE CHIEF A173	1	\$ 834.05	\$ 834.05

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
240	HCG	HNL242479TLR .C \$(L1STD) .D \$(L1STD) .D	24X24X78-1/8 TOWER FF LAM DRS WARDROBE RT Canopy/Satin Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple	POLICE CHIEF A173	1	\$ 1,179.65	\$ 1,179.65
241	HCG	HNLRC2442V .G D .T1 \$(L1STD) D	42W X 24D RECTANGLE WORKSURFACE VERT GRAIN Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	POLICE CHIEF A173	1	\$ 123.65	\$ 123.65
242	HCG	HNLRC2496 .G D .T1 \$(L1STD) D	96W X 24D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	POLICE CHIEF A173	1	\$ 256.51	\$ 256.51
243	HCG	HNLRC3072 .G D .T1 \$(L1STD) D	72W X 30D RECTANGLE WORKSURFACE Smooth, Flat Natural Maple Color: Platinum Grd L1 Standard Laminates Natural Maple	POLICE CHIEF A173	1	\$ 206.98	\$ 206.98
244	HTL	HTLD48 .G D .N \$(L1STD) D	PRESIDE 48ROUND SHAPED LAMINATE TOP 2MM/Flat Edge: Natural Maple No Grommets Grd L1 Standard Laminates Natural Maple	POLICE CHIEF A173	1	\$ 245.46	\$ 245.46
245	HCG	HNL1530BK3 .G D \$(L1STD) .D \$(L1STD) D	30X14-1/4X42 BOOKCASE 3-SHELF Smooth, Flat Natural Maple Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple	POLICE CHIEF A173	2	\$ 308.35	\$ 616.70
246	HCG	HNL231628PBBF .C .X \$(L1STD) .D \$(L1STD) D	15-3/4WX23-1/8DX28-1/2H BOX/BOX/FILE PEDESTAL Canopy/Satin No Grommet Grd L1 Standard Laminates Natural Maple Grd L1 Standard Laminates Natural Maple	POLICE CHIEF A173	2	\$ 344.06	\$ 688.12
247	HSN	HCFRG .N .E .IM \$(1) .UR 10 .TC08 .ST X .P8Z	HON CIPHER GUEST CHAIR Armless Glide 4-Way Black Gr 1 UPH Contourett COLOR: Black Blue Salt Frame Color Textured Salt	POLICE CHIEF A173	2	\$ 260.04	\$ 520.08
sub			<b>POLICE CHIEF A173 Subtotal</b>	<b>POLICE CHIEF A173</b>			<b>\$ 9,355.21</b>
248	HTL	HTLHP144 \$(L1STD) D D	HTLHP144 Grd L1 Standard Laminates Natural Maple Natural Maple	POLICE CONF A174	1	\$ 904.23	\$ 904.23
249	HTL	HTLB54144 .G D .N \$(L1STD) D	PRESIDE 144W X 54D BOAT SHAPED LAMINATE TOP 2MM/Flat Edge: Natural Maple No Grommets Grd L1 Standard Laminates Natural Maple	POLICE CONF A174	1	\$ 708.81	\$ 708.81

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
250	NLT	86N248441WKN1L	STRASSA,24DX84WX41H,WORK TABLE,NO MODESTY,BAR HT,HPL	POLICE CONF A174	1	\$ 2,405.70	\$ 2,405.70
		VIM X X STD IM IM	SOFTENED,BRIGHTON NO SURFACE GROMMET NO END PANEL GROMMET STANDARD LAMINATE BRIGHTON BRIGHTON				
251	HSN	HCFEU	COFI EXECUTIVE HEIGHT CHAIR	POLICE CONF A174	10	\$ 524.41	\$ 5,244.10
		.Y0 .STC .P .S \$(1) .UR 10 .QLT TC08 .PA	Synchro-Tilt Standard Cylinder Fixed Polished Aluminum Black All-Surface Caster Grade 1 Uph Contourett COLOR: Black Quilt Stitch Blue Polished Aluminum				
sub			<b>POLICE CONF A174 Subtotal</b>	<b>POLICE CONF A174</b>			<b>\$ 9,262.84</b>
252	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	POLICE CORPORALS A104	2	\$ 56.83	\$ 113.66
253	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	POLICE CORPORALS A104	2	\$ 17.46	\$ 34.92
		.X113E	KEY NUMBER: 113E				
254	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	POLICE CORPORALS A104	2	\$ 17.46	\$ 34.92
		.X114E	KEY NUMBER: 114E				
255	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	POLICE CORPORALS A104	2	\$ 17.46	\$ 34.92
		.X115E	KEY NUMBER: 115E				
256	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	POLICE CORPORALS A104	2	\$ 17.46	\$ 34.92
		.X116E	KEY NUMBER: 116E				
257	HND	HWR2430PN	SYSTEMS RECTANGULAR WKSFC EDGE BAND 24DX 30W NO GROM	POLICE CORPORALS A104	2	\$ 118.29	\$ 236.58
		\$(L1STD) .D .D	Grd L1 Standard Laminates Natural Maple Natural Maple				
258	HTL	HHATM3S3LT	MAX 3 STAGE 3 LEG T FOOT	POLICE CORPORALS A104	2	\$ 925.90	\$ 1,851.80
		\$(P1) .LOFT X .MEM	P1 Paint Opts Loft Standard Glide Memory Preset				
259	HMP	HMPFSS6020	60WX20H SNGL SD FAB	POLICE CORPORALS A104	2	\$ 283.24	\$ 566.48
		\$(P1) .LOFT \$(A) .APN 27	P1 Paint Opts Loft Grd A Fab FABRIC: Appoint COLOR: Jet				
260	HTL	HHATCC723624L	72X36X24X24 CORNER COVE LH	POLICE CORPORALS A104	1	\$ 250.13	\$ 250.13
		\$(L1STD) .D .D .G2 LOFT .P	Gr L1 Standard Laminates Natural Maple Natural Maple 2 Grommets - Offset Grommet: Loft Color: Black				
261	HTL	HHATCC723624R	72X36X24X24 CORNER COVE RH	POLICE CORPORALS A104	1	\$ 250.13	\$ 250.13
		\$(L1STD) .D .D .G2 LOFT .P	Gr L1 Standard Laminates Natural Maple Natural Maple 2 Grommets - Offset Grommet: Loft Color: Black				

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
262	HSF	HSPSF281524BBFL .SF PR6 .A PRO \$(P1) .LOFT \$(L1STD) .D .X	28HX15WX24D SUPPORT PED FOOT LAM FRONT BBF  Contain Foot Silver Arch Anodized Silver P1 Paint Opts Loft Grd L1 Standard Laminate Natural Maple Lock: Omit Lock	POLICE CORPORALS A104	4	\$ 405.15	\$ 1,620.60
263	HSF	HSTF652424LFFL .SF PR6 .A PRO \$(P1) .LOFT \$(L1STD) .D .X	CONTAIN 65HX24WX24D PERSONAL TWR FOOT LAM FRONTS LH FF  Contain Foot Silver Arch Anodized Silver P1 Paint Opts Loft Grd L1 Standard Laminates Natural Maple Lock: Omit Lock	POLICE CORPORALS A104	4	\$ 1,198.15	\$ 4,792.60
sub			<b>POLICE CORPORALS A104 Subtotal</b>	<b>POLICE CORPORALS A104</b>			<b>\$ 9,821.66</b>
264	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	POLICE DETECTIVES A109	4	\$ 56.83	\$ 227.32
265	HVO	HLED17A	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	POLICE DETECTIVES A109	4	\$ 170.07	\$ 680.28
266	HCL	HTWTH .P	ACC HRZTL WALL TRACK FOR OH STORAGE-60W  Paint: Black	POLICE DETECTIVES A109	4	\$ 32.21	\$ 128.84
267	HTL	HCT29MX \$(P1) .P7L	ARRANGE SEATED HEIGHT X-BASE FOR 36IN SURFACES  P1 Paint Opts Textured Loft	POLICE DETECTIVES A109	1	\$ 269.50	\$ 269.50
268	HND	HWR2448PN \$(L1STD) .D .D	SYSTEMS RECTANGULAR WKSFC EDGEBAND 24D X 48W NO GROM  Grd L1 Standard Laminates Natural Maple Natural Maple	POLICE DETECTIVES A109	4	\$ 149.60	\$ 598.40
269	HVO	HLSL48TW \$(A) .APN 27	WM TACKBOARD FOR 48W WM OVERHEAD  Grd A Fabric FABRIC: Appoint COLOR: Jet	POLICE DETECTIVES A109	4	\$ 135.94	\$ 543.76
270	HTL	HCTRND36 .N \$(L1STD) .D .D	ARRANGE TABLE 36IN ROUND TOP  No Grommet Grd L1 Standard Laminates Natural Maple Natural Maple	POLICE DETECTIVES A109	1	\$ 187.94	\$ 187.94
271	HTL	HHATM3S3LT \$(P1) .LOFT .X .MEM	MAX 3 STAGE 3 LEG T FOOT  P1 Paint Opts Loft Standard Glide Memory Preset	POLICE DETECTIVES A109	4	\$ 925.90	\$ 3,703.60
272	HMP	HMPFSS6020 \$(P1) .LOFT \$(A) .APN 27	60WX20H SNGL SD FAB  P1 Paint Opts Loft Grd A Fab FABRIC: Appoint COLOR: Jet	POLICE DETECTIVES A109	4	\$ 283.24	\$ 1,132.96
273	HND	HRVOH48HLA .L \$(L1STD) .D \$(P1) .LOFT	ABOUND 15DX15HX48W ARCH PULL LAM HINGED OVERHEAD  Lock: Lock Grd L1 Standard Laminates Natural Maple P1 Paint Opts Loft	POLICE DETECTIVES A109	4	\$ 380.77	\$ 1,523.08

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
274	HTL	HHATCC703422L	70X34X22X22 CORNER COVE LH	POLICE DETECTIVES A109	1	\$ 250.13	\$ 250.13
		\$(L1STD) .D .D .G2 LOFT .P	Gr L1 Standard Laminates Natural Maple Natural Maple 2 Grommets - Offset Grommet: Loft Color: Black				
275	HTL	HHATCC703422R	70X34X22X22 CORNER COVE RH	POLICE DETECTIVES A109	1	\$ 250.13	\$ 250.13
		\$(L1STD) .D .D .G2 LOFT .P	Gr L1 Standard Laminates Natural Maple Natural Maple 2 Grommets - Offset Grommet: Loft Color: Black				
276	HTL	HHATCC723624L	72X36X24X24 CORNER COVE LH	POLICE DETECTIVES A109	1	\$ 250.13	\$ 250.13
		\$(L1STD) .D .D .G2 LOFT .P	Gr L1 Standard Laminates Natural Maple Natural Maple 2 Grommets - Offset Grommet: Loft Color: Black				
277	HTL	HHATCC723624R	72X36X24X24 CORNER COVE RH	POLICE DETECTIVES A109	1	\$ 250.13	\$ 250.13
		\$(L1STD) .D .D .G2 LOFT .P	Gr L1 Standard Laminates Natural Maple Natural Maple 2 Grommets - Offset Grommet: Loft Color: Black				
278	HSF	HSPM211524BFL	21HX15WX24D MOB PED LAM FRONT BF	POLICE DETECTIVES A109	4	\$ 291.97	\$ 1,167.88
		.A PR0 \$(P1) .LOFT \$(L1STD) .D .L	Arch Anodized Silver P1 Paint Opt Loft Grd L1 Standard Laminate Natural Maple Lock: Lock				
279	HSF	HSPSF281524FFL	28HX15WX24D SUPPORT PED FOOT LAM FRONT FF	POLICE DETECTIVES A109	12	\$ 411.17	\$ 4,934.04
		.SF PR6 .A PR0 \$(P1) .LOFT \$(L1STD) .D .L	Contain Foot Silver Arch Anodized Silver P1 Paint Opt Loft Grd L1 Standard Laminate Natural Maple Lock: Lock				
280	HSF	HSTF652424RFFL	CONTAIN 65HX24WX24D PERSONAL TWR FOOT LAM FRONTS RH FF	POLICE DETECTIVES A109	4	\$ 1,206.03	\$ 4,824.12
		.SF PR6 .A PR0 \$(P1) .LOFT \$(L1STD) .D .L	Contain Foot Silver Arch Anodized Silver P1 Paint Opt Loft Grd L1 Standard Laminates Natural Maple Lock: Lock				
281	HSN	HCFRG	HON CIPHER GUEST CHAIR	POLICE DETECTIVES A109	4	\$ 271.86	\$ 1,087.44
		.N .S .IM \$(1) .UR 10 .TC08 .ST X .P8Z	Armless Black All-Surface Caster 4-Way Black Gr 1 UPH Contourett COLOR: Black Blue Salt Frame Color Textured Salt				
sub			<b>POLICE DETECTIVES A109 Subtotal</b>	<b>POLICE DETECTIVES A109</b>			<b>\$ 22,009.68</b>
282	HMP	HH871272	ELECTRICAL POWER HARNESS PANELS - W/DUPLEX CAPACITY	POLICE OPEN OFFICE A105	2	\$ 80.37	\$ 160.74

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
283	HMP	HMP144	4-CIRCUIT POWER IN-FEED 144IN SEALTIGHT	POLICE OPEN OFFICE A105	1	\$ 123.11	\$ 123.11
284	HMP	HH871501	DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS	POLICE OPEN OFFICE A105	8	\$ 16.25	\$ 130.00
		.TI	Titanium				
285	HMP	HMPHA2S4C	HEIGHT ADJUSTABLE BASES FOR BACK TO BACK WORKSTATION	POLICE OPEN OFFICE A105	2	\$ 875.91	\$ 1,751.82
		.LOFT	Loft				
286	HMP	HMPHASLID72	SINGLE SIDED TROUGH LID TO SPAN HAB 72 TROUGH	POLICE OPEN OFFICE A105	4	\$ 58.70	\$ 234.80
		\$(P1) .LOFT	P1 Paint Opts Loft				
287	HMP	HMPHATFWML	HA WIRE MANAGEMENT SKIN FROM TROUGH TO FLOOR	POLICE OPEN OFFICE A105	1	\$ 87.29	\$ 87.29
		\$(P1) .LOFT	P1 Paint Opts Loft				
288	HMP	HMPHATROUGH72	72W SHARED TROUGH FOR HAB	POLICE OPEN OFFICE A105	2	\$ 183.61	\$ 367.22
		\$(P1) .LOFT	P1 Paint Opts Loft				
289	HMP	HHATW2970EM	70W X 29D RECT WORKSURFACE EMPOWER HA	POLICE OPEN OFFICE A105	4	\$ 209.50	\$ 838.00
		\$(L1STD) .D .D	Gr L1 Standard Laminates Natural Maple Natural Maple				
290	HMP	HMPFSS6020	60WX20H SNGL SD FAB	POLICE OPEN OFFICE A105	4	\$ 283.24	\$ 1,132.96
		\$(P1) .LOFT \$(A) .APN 27	P1 Paint Opts Loft Grd A Fab FABRIC: Appoint COLOR: Jet				
291	HSF	HSPM211524BFL	21HX15WX24D MOB PED LAM FRONT BF	POLICE OPEN OFFICE A105	4	\$ 291.97	\$ 1,167.88
		.A PRO \$(P1) .LOFT \$(L1STD) .D .L	Arch Anodized Silver P1 Paint Opts Loft Grd L1 Standard Laminate Natural Maple Lock: Lock				
sub			<b>POLICE OPEN OFFICE A105 Subtotal</b>	<b>POLICE OPEN OFFICE A105</b>			<b>\$ 5,993.82</b>
292	HND	HCTROUGH36	CABLE MNGMT TROUGH 36W SINGLE	POLICE SERGEANTS A107	4	\$ 56.83	\$ 227.32
293	HSF	HSLACW57	CONTAIN 57 LB LATERAL COUNTERWEIGHT KIT	POLICE SERGEANTS A107	4	\$ 111.10	\$ 444.40
294	HVO	HLED17A	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	POLICE SERGEANTS A107	4	\$ 170.07	\$ 680.28
295	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	POLICE SERGEANTS A107	3	\$ 17.46	\$ 52.38
		.X117E	KEY NUMBER: 117E				
296	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	POLICE SERGEANTS A107	3	\$ 17.46	\$ 52.38
		.X118E	KEY NUMBER: 118E				
297	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	POLICE SERGEANTS A107	3	\$ 17.46	\$ 52.38
		.X119E	KEY NUMBER: 119E				
298	HSF	HF23S	CONTAIN SATIN REMOVABLE LOCK CORE KIT	POLICE SERGEANTS A107	3	\$ 17.46	\$ 52.38
		.X120E	KEY NUMBER: 120E				
299	HCL	HTWTH	ACC HRZTL WALL TRACK FOR OH STORAGE-60W	POLICE SERGEANTS A107	4	\$ 32.21	\$ 128.84
		.P	Paint: Black				
300	HSF	H919436	36WX18D SQUARE EDGE LAMINATE TOP FOR LATERAL FILE	POLICE SERGEANTS A107	4	\$ 269.10	\$ 1,076.40
		\$(L1STD) .D	Grd L1 Standard Laminates Natural Maple				

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
301	HTL	HCT29LX	ARRNGE SEATED HGHT X-BASE FOR 42-48IN SRFC	POLICE SERGEANTS A107	1	\$ 295.89	\$ 295.89
		\$(P1) .P7L	P1 Paint Opts Textured Loft				
302	HVO	HLSL36TW	WM TACKBOARD FOR 36W WM OVERHEAD	POLICE SERGEANTS A107	4	\$ 119.04	\$ 476.16
		\$(A) .APN 27	Grd A Fabric FABRIC: Appoint COLOR: Jet				
303	HTL	HCTRND42	ARRANGE TABLE 42IN ROUND TOP	POLICE SERGEANTS A107	1	\$ 222.61	\$ 222.61
		.N \$(L1STD) .D .D	No Grommet Grd L1 Standard Laminates Natural Maple Natural Maple				
304	HTL	HHATM3S2LT	MAX 3 STAGE 2 LEG T FOOT	POLICE SERGEANTS A107	4	\$ 492.50	\$ 1,970.00
		\$(P1) .LOFT X .MEM	P1 Paint Opts Loft Standard Glide Memory Preset				
305	HMP	HMPFSS6020	60WX20H SNGL SD FAB	POLICE SERGEANTS A107	4	\$ 283.24	\$ 1,132.96
		\$(P1) .LOFT \$(A) .APN 27	P1 Paint Opts Loft Grd A Fab FABRIC: Appoint COLOR: Jet				
306	HND	HRVOHV36HLA	ABOUND 15DX15HX36W ARCH PULL LAM HINGED OVERHEAD	POLICE SERGEANTS A107	4	\$ 361.50	\$ 1,446.00
		.L \$(L1STD) .D \$(P1) .LOFT	Lock: Lock Grd L1 Standard Laminates Natural Maple P1 Paint Opts Loft				
307	HTL	HHATW2270CT	70W X 22D RECT WORKSURFACE C/T BASE	POLICE SERGEANTS A107	4	\$ 198.96	\$ 795.84
		\$(L1STD) .D .D .G2 LOFT .P	Gr L1 Standard Laminates Natural Maple Natural Maple 2 Grommets - Offset Grommet: Loft Color: Black				
308	HSF	HSLF283618FFL	CONTAIN 28HX36WX18D 2H LATERAL FOOTED LAMINATE FRONTS	POLICE SERGEANTS A107	4	\$ 753.33	\$ 3,013.32
		.SF PR6 .A PR0 \$(P1) .LOFT \$(L1STD) .D .X	Contain Foot Silver Arch Anodized Silver P1 Paint Opts Loft Grd L1 Standard Laminates Natural Maple Lock: Omit Lock				
309	HSF	HSTF652424LBBF	CONTAIN 65HX24WX24D PERSONAL TWR FOOT LAM FRONTS LH BBF	POLICE SERGEANTS A107	2	\$ 1,223.37	\$ 2,446.74
		.SF PR6 .A PR0 \$(P1) .LOFT \$(L1STD) .D .X	Contain Foot Silver Arch Anodized Silver P1 Paint Opts Loft Grd L1 Standard Laminates Natural Maple Lock: Omit Lock				
310	HSF	HSTF652424RBBF	CONTAIN 65HX24WX24D PERSONAL TWR FOOT LAM FRONTS RH BBF	POLICE SERGEANTS A107	2	\$ 1,223.37	\$ 2,446.74
		.SF PR6 .A PR0 \$(P1) .LOFT \$(L1STD) .D .X	Contain Foot Silver Arch Anodized Silver P1 Paint Opts Loft Grd L1 Standard Laminates Natural Maple Lock: Omit Lock				

Item	Cat	Part Number	Part Description	Tag	Qty	Sell	Ext Sell
311	HSN	HCFRG	HON CIPHER GUEST CHAIR	POLICE SERGEANTS A107	4	\$ 271.86	\$ 1,087.44
		.N .S .IM \$(1) .UR 10 .TC08 .ST X .P8Z	Armless Black All-Surface Caster 4-Way Black Gr 1 UPH Contourett COLOR: Black Blue Salt Frame Color Textured Salt				
sub			<b>POLICE SERGEANTS A107 Subtotal</b>	<b>POLICE SERGEANTS A107</b>			<b>\$ 18,100.46</b>
312	HTL	HML8851	24X24IN CORNER TABLE	POLICE WAITING A171	1	\$ 102.18	\$ 102.18
		.P	Black				
sub			<b>POLICE WAITING A171 Subtotal</b>	<b>POLICE WAITING A171</b>			<b>\$ 102.18</b>
313	HTL	HPWRMOD2	UNDER WORKSURFACE PWR MODULE 4 OUTLETS 10FT CORD	MISC	21	\$ 204.02	\$ 4,284.42
314	BYRNE	CUSTOM ELLORA 6	ELECTRICAL NEEDED FOR CONFERENCE TABLES - FREIGHT INCLUDED	MISC	2	\$ 570.44	\$ 1,140.88
315	HSF	HF22	MASTER KEY (TWO KEYS)	MISC	2	\$ 14.58	\$ 29.16
sub			<b>POLICE DEPT A128, A172, A173 Subtotal</b>	<b>POLICE DEPT A128, A172, A173</b>			<b>\$ 5,454.46</b>
316	XCH	X-HMT X4	X-CHAIR (850032614054)	POLICE DEPT A128, A172, A173	3	\$ 1,254.89	\$ 3,764.67
sub			<b>X-CHAIR</b>				<b>\$ 3,764.67</b>
63	HSN	HCFEU	COFI EXECUTIVE HEIGHT CHAIR	A139, A148 & A147	3	\$ 524.41	\$1,573.23
		.Y0 .STC .P .S \$(1) .UR 10 .QLT TC05 .PA	Synchro-Tilt Standard Cylinder Fixed Polished Aluminum Black All-Surface Caster Grade 1 Uph Contourett COLOR: Black Quilt Stitch Light Red Polished Aluminum				
sub			<b>A139, A148 &amp; A147 Subtotal</b>	<b>A139, A148 &amp; A147</b>			<b>\$1,573.23</b>
318	PSP	BID 39228 R1	INSTALLATION/DELIVERY	MISC	1	\$ 16,260.00	\$ 16,260.00
			NOTE: COST PER MONTH STORAGE BEYOND SCHEDULED INSTALL DATE \$1350 PER MONTH.(1 MONTH NO CHARGE)				
sub			<b>LABOR</b>				<b>\$ 16,260.00</b>
<b>Grand Total</b>							<b>\$188,013.10</b>



Upstream from ordinary.

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

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**MEMO DATE:** November 29, 2022  
**AGENDA DATE:** December 6, 2022  
**TO:** Mayor and Board of Aldermen  
**FROM:** Travis Hoover  
**RE:** Change Order I (Final): Seal-O-Matic Paving Company Inc  
2022 Street Maintenance - Asphalt Project (324-022)

**BACKGROUND:** The 2022 Street Maintenance Project was approved on 9-6-22 and consists of:

- Woodland Rd edge mill and overlay
- High Dr & 52<sup>nd</sup> St edge mill and overlay

*The project was bid in 2022 and used funds in the 2022-2023 budget years for asphalt work throughout the City. This is the first and final Change Order incorporating the overruns throughout the project. An additional \$3,177.11 will be added to this contract and is currently accounted for in the 2022-2023 budget.*

**BUDGETARY IMPACT:** Approximately \$389,747.11 will be expended out of the 2022-23 Street Maintenance budget for completion of this project.

Original Contract Amount	\$386,570.00
Total of Previous Changes	\$0.00
Total this Change Order	\$3,177.11
Current Contract Total	\$389,747.11

**RECOMMENDATION:** Staff recommends approval of the resolution and acceptance of the change order with Seal-O-Matic Paving Company Inc to complete the contract for the 2022 Street Maintenance – Asphalt Project.

**RESOLUTION NO. R-2022-134**

**A RESOLUTION APPROVING CHANGE ORDER 1 TO THE AGREEMENT WITH SEAL-O-MATIC PAVING COMPANY, INC FOR 2022 STREET MAINTENANCE - ASPHALT RESULTING IN A REVISED CONTRACT AMOUNT OF \$389,747.11 FOR SUCH PURPOSES**

**WHEREAS**, the City of Riverside (“City”) issued an Invitation to Bid for the 2022 Street Maintenance - Asphalt (Project 324-022) (“Project”) which was awarded to Seal-O-Matic Paving Company Inc pursuant to Resolution R-2022-101; and

**WHEREAS**, the Board of Aldermen finds that it is in the best interest of the City to approve Change Order 1 to the agreement with Seal-O-Matic Paving Company Inc, resulting in a total revised contract amount not to exceed \$389,747.11.

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

**THAT** Change Order 1 to the Agreement between the City and Seal-O-Matic Paving Company Inc, a copy of which is attached hereto and incorporated herein, is approved and the Mayor is authorized to execute the same on behalf of the City. The resulting revised total contract amount shall not exceed \$389,747.11.

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

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the 6th day of December 2022.

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Kathleen L. Rose, Mayor

ATTEST:

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Robin Kincaid, City Clerk





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

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**MEMO DATE:** November 29, 2022  
**AGENDA DATE:** December 6, 2022  
**TO:** Mayor and Board of Aldermen  
**FROM:** Jason Ketter  
**RE:** Change Order 3  
Security and Access Control Project

**BACKGROUND:** The Security and Access Control Project was approved on March 2021 and consists of:

- New Door Access and control system
- New Security Camera system

*This Project started in May 2021 and is nearly complete, but in the process, we have identified some places we would like to add to the security network*

- Adding a camera and moving a camera to see the North East Parking lot
  - \$3,602.43
- Adding security to roof hatches in Community Center, Public Safety and City Hall
  - \$17,359.90
- Adding 2 more monitors to our Video Wall
  - \$2,052.39
- Adding Horizons to our security camera network
  - \$9000.00

**BUDGETARY IMPACT:** \$739,036.68 will be expended out of the 2021 Security and Access Control Project.

Original Contract Amount	\$703,637.00
Total of Previous Changes	\$0.00
Total this Change Order	\$35,399.68
Current Contract Total	\$739,036.68

**RECOMMENDATION:** Staff recommends approval of the resolution and acceptance of the change order with Kenton Brothers

**RESOLUTION NO. R-2022-135**

**A RESOLUTION APPROVING CHANGE ORDER 3 TO THE AGREEMENT WITH KENTON BROTHERS LOCKSMITHS, INC FOR ADDITIONAL EQUIPMENT AND LABOR IDENTIFIED DURING THE CITY COMPLEX VIDEO AND ACCESS CONTROL PROJECT RESULTING IN A REVISED CONTRACT AMOUNT OF \$739,036.68 FOR SUCH PURPOSES.**

**WHEREAS**, the City of Riverside (“City”) awarded to Kenton Brothers Locksmiths, Inc the bid for the City Complex Video and Access Control Project on April 5, 2021 pursuant to Resolution R-2021-033; and

**WHEREAS**, the Board of Aldermen finds that it is in the best interest of the City to approve Change Order 3 for \$35,399.68 to the agreement with Kenton Brothers Locksmiths, Inc, resulting in a total revised contract amount not to exceed \$739,036.68.

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

**THAT** Change Order 3 to the Agreement between the City and Kenton Brothers Locksmiths, LLC, a copy of which is attached hereto for \$35,399.68 and incorporated herein, is approved and the Mayor is authorized to execute the same on behalf of the City. The resulting revised total contract amount shall not exceed \$739,036.68 for the scope of work.

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

**PASSED AND ADOPTED** by the Board of Aldermen of the City of Riverside, Missouri, the \_\_\_\_ day of \_\_\_\_\_ 2022.

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

ATTEST:

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

Proposal: Q3272

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City Hall Parking Lot Camera Adds

**Prepared for:**

**11552 City of Riverside**  
2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**P  
E  
W**

Proposal Issued:  
11/30/2022

Proposal Valid to:  
12/30/22

Cameras: Relocation

Video Surveillance

- 2 **ANIXTER MCTP6I-4-3**  
3' CAT 6 PATCH CORD YELLOW
- 2 **Kenton Brothers Install Labor**  
Install Labor
- 2 Electrical Trim Labor
- 2 **Ortronics KS6A44**  
ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW
- 200 **WIRE CAT 6 PLENUM YELLOW**  
CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET
- 2 Rough-In Labor

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<b>Equipment:</b>	<b>\$152.74</b>
<b>Labor:</b>	<b>\$540.00</b>
<b>Video Surveillance Total</b>	<b>\$692.74</b>

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<b>Equipment:</b>	<b>\$152.74</b>
<b>Labor:</b>	<b>\$540.00</b>

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<b>Cameras: Relocation Total</b>	<b>\$692.74</b>
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**Cameras: City Hall**

**Video Surveillance**

**1 Axis Communications 02328-001**

AXIS P3265-LVE

5.7	Electrical Trim Labor
2	ANIXTER MCTP6I-4-3 3' CAT 6 PATCH CORD YELLOW
0	Electrical Trim Labor
1	Kenton Brothers Programming Labor Programming Labor
1	MILESTONE SYSTEM XPPPLUSDL XProtect Professional+ Device License
0.2	Programming Labor
1	MILESTONE SYSTEM YXPPPLUSDL One year Care Plus for XProtect Professional+ Devi
0	Programming Labor
2	Ortronics KS6A44 ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW
0	Electrical Trim Labor
200	WIRE CAT 6 PLENUM YELLOW CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET
2	Rough-In Labor

<b>Equipment:</b>	<b>\$1,009.46</b>
<b>Labor:</b>	<b>\$787.50</b>
<b>Video Surveillance Total</b>	<b>\$1,796.96</b>

<b>Equipment:</b>	<b>\$1,009.46</b>
<b>Labor:</b>	<b>\$787.50</b>

<b>Cameras: City Hall Total</b>	<b>\$1,796.96</b>
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**Misc. & Freight**

**Video Surveillance**

- 2 Kenton Brothers 26ft Scissor Lift - Day**  
26ft Scissor Lift - Day
- 1 Kenton Brothers Freight**  
Freight on Parts
- 1 Kenton Brothers Misc Installation Materials**  
Misc Installation Materials
- 1 Kenton Brothers Project Management Labor**  
Project Management Labor
- 1 Project Management Labor

<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$1,104.63</b>
<b>Video Surveillance Total</b>	<b>\$1,104.63</b>

<b>Equipment:</b>	<b>\$0.00</b>
<b>Labor:</b>	<b>\$1,104.63</b>

**Misc. & Freight Total** **\$1,104.63**

<b>Equipment Subtotal:</b>	<b>\$1,162.20</b>
<b>Labor Subtotal:</b>	<b>\$1,327.50</b>

**Project Subtotal:** **\$3,594.33**



Proposal: Q2615

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Roof Hatch Locks

**Prepared for:**

**11552 City of Riverside**  
2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**P**  
**E**  
**W**

Proposal Issued:  
10/19/2022

Proposal Valid to:  
11/18/22

# Client Information

**Name:** 11552 City of Riverside

**Site:**  
**11552 City of Riverside**

2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**Billing:**  
**11552 City of Riverside**

2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**Contact:**

## Project Description

### *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide access control for 4 roof latches on Gallagher system

The services and hardware proposed in this document are developed based on the information provided by City of Riverside. The configuration and technical details set forth in this document are intended to provide City of Riverside with a solution designed to meet the current and future needs of the company.

### *Project Scope of Work*

#### Access Control System Description

KB will provide access control for 4 roof latches on the existing Gallagher system.

#### Head End / Server location

- Install wall mounted access control panel to control 4 doors
- Access control panel is expandable to 8 doors with additional hardware/electronics and software licensing
- Install 3 amp power supply
- Customer to provide 1 port of network connectivity for door controller
- Use existing access control server

#### Doors

Roof Latches w/ Ladder Gate (Strike/Mag)

Description: When approaching door for ingress/egress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric door strike will release to allow momentary or extended entry/exit. Access control system will allow electric door strike to be programmed for automatic locking and unlocking on a schedule. Door position switches will monitor whether doors are open or closed. Magnetic lock on gate can be overridden by emergency release button between Roof Latch and Gate.

Roof Latch Lock: HES 660-24V  
Readers: 2 - Gallagher T11  
Door Contact: 2 - GRI 29AGY  
Ladder Gate Lock: Securitron M32  
Ladder Gate Release: Securitron EEB2

#### Roof Latches (Strike)

Description: When approaching door for ingress/egress, door will remain locked until valid credential is presented to card reader. After credential is verified by access control system the electric door strike will release to allow momentary or extended entry/exit. Access control system will allow electric door strike to be programmed for automatic locking and unlocking on a schedule. Door position switches will monitor whether doors are open or closed.

Roof Latch Lock: HES 660-24V  
Readers: 2 - Gallagher T11  
Door Contact: GRI 29AGY

KB will coordinate doors operation and schedule with customer's designated contact for final approval.

#### Cabling

- Exterior cable that is exposed to the environments will be rated for UV exposure or burial direct as installation method requires.
- Exposed cabling will be installed in conduit or raceway to provide protection.
- Interior access control cable will be exposed above finished ceiling.
- Interior access control cable will be exposed in open ceilings; cable will be yellow in color.
- Interior cabling will be supported by standard trade methods.
- Interior cabling will be installed in a secure manner.

#### Warranty

- Materials are warranted according to the manufacturer's warranty (minimum 1 year).
- Labor and workmanship is warranted for 90 days.

#### **Customer Requirements**

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.

- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide names for all door locations and access levels prior to programming.
- KB will provide training to customer on entering people and card into access system for the first 10 cards / people. Additional entries can be provided at an additional charge.
- KB will import people and cards from an excel or CSV template, if provided by customer prior to system programming.
- Provide all usernames and password to complete scope.
- Provide internet security for server/access controller.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

### ***Project Assumptions***

- Special keyways or keys are not included in this proposal
- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- Existing door hardware is functioning as designed. Door hardware repair / replacement can be performed at an additional charge.
- All work will be performed with a 6'-8' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless noted in the scope of work.
- Acceptance of proposal allows Kenton Brothers to make modifications to door and door frame
- Door frame modifications will be concealed as much as possible, however some modifications may be seen.

### ***Project Exceptions***

- Intrusion Alarm integration with access control is not included, unless otherwise specified in scope.
- Fire Alarm integration with access control is not included, unless otherwise specified in scope.
- Elevator integration with access control is not included, unless otherwise specified in scope.
- Intercom integration with access control is not included, unless otherwise specified in scope.

- ADA Opener integration with access control is not included, unless otherwise specified in scope.
- Door and frame adjustments / repairs are excluded, unless otherwise specified in scope.
- Existing door hardware / repairs are excluded, unless otherwise specified in scope.
- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

Panel

Access Control

- 1 Gallagher C300100**  
CONTROLLER 6000 STANDARD
  - 4.5 Electrical Trim Labor
  - 2 ANIXTER MCTP6I-4-3  
3' CAT 6 PATCH CORD YELLOW
  - 1 Gallagher C305760  
CONTROLLER MOUNTING BRACKET
  - 2 Ortronics KS6A44  
ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW
  - 200 WIRE CAT 6 PLENUM YELLOW  
CATEGORY 6 UTP CABLE, PLENUM, YELLOW JACKET
  
- 1 Gallagher C300182**  
8 HBUS MODULE
  - 0.9 Electrical Trim Labor
  - 4 Gallagher 2A8943  
LICENSE DOOR
  
- 1 Gallagher C305720**  
LSP E2 Cabinet with 6A PSU
  - 4.5 Electrical Trim Labor
  - 1 Coleman Cable Inc. 097098808  
POWER CORD 9' BLACK 16 GUAGE 3  
CONDUCTOR 13A
  - 1 LifeSafety Power B100  
Secondary Voltage Module
  - 1 LifeSafety Power C8  
8 Lock Output Control Board
  - 1 LifeSafety Power D8  
8 Output Distribution Board, 3A Each
  - 2 Yuasa Battery, Inc. NP7-12  
YUANP712 BATTERY 12V 7AH

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<b>Equipment:</b>	<b>\$3,708.77</b>
<b>Labor:</b>	<b>\$1,342.50</b>
<b>Access Control Total</b>	<b>\$5,051.27</b>

<b>Equipment:</b>	<b>\$3,708.77</b>
<b>Labor:</b>	<b>\$1,342.50</b>
<b>Panel Total</b>	<b>\$5,051.27</b>



Doors

Access Control

- 2 Gallagher C300430**  
 T11 MULTI TECH READER BLACK

  - 6 Electrical Trim Labor
  - 400 WIRE 22-06 SHLD  
 WIRAL2206C22S01 22 AWG 6 CONDUCTOR STRANDED
  
- 2 Gallagher C300430**  
 T11 MULTI TECH READER BLACK

  - 9 Electrical Trim Labor
  - 700 WIRE Access Control Composite Wire - Yellow  
 TAPPAN WIRE H91602.1 YELLOW
  
- 4 Gallagher C300430**  
 T11 MULTI TECH READER BLACK

  - 12 Electrical Trim Labor
  - 800 WIRE Access Control Composite Wire - Yellow  
 TAPPAN WIRE H91602.1 YELLOW
  
- 6 George Risk Industries 29AGY**  
 GRI29AGY SURFACE MOUNT SWITCH SET CLOSED LOOP N/O

  - 6 Electrical Trim Labor
  
- 4 HANCHETT 600-24V LBSM**  
 Cabinet Lock, 24 VDC Locked State Monitoring

  - 8 Electrical Trim Labor
  
- 2 SECURITRON MAGNALOCK CORP EEB2**  
 SMCEE2 EMERGENCY EXIT BUTTON 2" SQUARE 30 SECOND

  - 2 Electrical Trim Labor
  
- 2 SECURITRON MAGNALOCK CORP M32**  
 SMCM32 MAG LOCK 600 LBS. HOLDING FORCE 12/24VDC

  - 4 Electrical Trim Labor

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<b>Equipment:</b>	<b>\$4,606.30</b>
<b>Labor:</b>	<b>\$6,345.00</b>
<b>Access Control Total</b>	<b>\$10,951.30</b>



<b>Equipment:</b>	<b>\$4,606.30</b>
<b>Labor:</b>	<b>\$6,345.00</b>
<b>Doors Total</b>	<b>\$10,951.30</b>
<b>Equipment Subtotal:</b>	<b>\$8,315.07</b>
<b>Labor Subtotal:</b>	<b>\$9,044.83</b>
<b>Project Subtotal:</b>	<b>\$17,359.90</b>



Proposal: Q2616

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**Additional Video Wall Monitors**

**Prepared for:**

**11552 City of Riverside**  
2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**P**  
**E**  
**W**

Proposal Issued:  
11/30/2022

Proposal Valid to:  
12/30/22

# Client Information

**Name:** 11552 City of Riverside

**Site:**  
**11552 City of Riverside**

2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**Billing:**  
**11552 City of Riverside**

2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**Contact:**

# Project Description

## *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide video wall expansion to accommodate 2 customer furnished monitors

The services and hardware proposed in this document are developed based on the information provided by City of Riverside. The configuration and technical details set forth in this document are intended to provide City of Riverside with a solution designed to meet the current and future needs of the company.

## *Project Scope of Work*

### Video System Description

KB will provide a video wall expansion to accommodate 2 customer provided monitors for the existing video surveillance system. Monitors will be no greater than 55".

### Video Wall

- Use existing video surveillance server
- Use existing computer workstations
- Install 2 video wall monitor mounts
- Install/Relocate 8 customer furnished monitors

### Cabling

- Exterior cable that is exposed to the environments will be rated for UV exposure or burial direct as installation method requires.
- Exposed cabling will be installed in conduit or raceway to provide protection.
- Interior camera cable will be exposed above finished ceiling.
- Interior camera cable will be exposed in open ceilings; Cable will be yellow in color.
- Interior cabling will be supported by standard trade methods.
- Interior cabling will be installed in a secure manner.

## Warranty

- Materials are warranted according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is warranted for 90 days.

## **Customer Requirements**

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide all usernames and password to complete scope.
- Provide grounded bus bars at switch and exterior camera locations for lighting protection
- Provide internet security for server / NVR.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

## **Project Assumptions**

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.
- All work will be performed with a 6'-8' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless otherwise noted in the scope of work.

### ***Project Exceptions***

- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

**Monitors**

**Video Surveillance**

- 1 Kenton Brothers Freight**  
Freight on Parts
- 1 Kenton Brothers Misc Installation Materials**  
Misc Installation Materials
- 1 Kenton Brothers Misc Installation Materials - Fixed**  
HDMI Cables
- 2 Kenton Brothers Project Management Labor**  
Project Management Labor
- 2 Project Management Labor
- 2 Peerless SF640**  
Peerless-AV Single Mount
- 8 Electrical Trim Labor

<b>Equipment:</b>	<b>\$281.88</b>
<b>Labor:</b>	<b>\$1,770.51</b>
<b>Video Surveillance Total</b>	<b>\$2,052.39</b>

<b>Equipment:</b>	<b>\$281.88</b>
<b>Labor:</b>	<b>\$1,770.51</b>

<b>Monitors Total</b>	<b>\$2,052.39</b>
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<b>Equipment Subtotal:</b>	<b>\$281.88</b>
<b>Labor Subtotal:</b>	<b>\$1,770.51</b>

<b>Project Subtotal:</b>	<b>\$2,052.39</b>
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Proposal: Q2617

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Wireless Expansion

**Prepared for:**

**11552 City of Riverside**  
2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**P**  
**E**  
**W**

Proposal Issued:  
11/30/2022

Proposal Valid to:  
12/30/22

# Client Information

**Name:** 11552 City of Riverside

**Site:**  
**11552 City of Riverside**

2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**Billing:**  
**11552 City of Riverside**

2950 NW Vivion Road  
Riverside, MO 64150 US  
8167413993

**Contact:**

# Project Description

## *Project Objectives*

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide 2 wireless transceivers for network connectivity

The services and hardware proposed in this document are developed based on the information provided by City of Riverside. The configuration and technical details set forth in this document are intended to provide City of Riverside with a solution designed to meet the current and future needs of the company.

## *Project Scope of Work*

### Video System Description

KB will provide 2 wireless transceivers for network connectivity and expansion.

### Head End / Server location

- Provide 2 pole mounted outdoor enclosures
- Provide 2 - 8 port power over ethernet (POE) network switches
- Provide 2 - 24VDC / 75W power supplies
- Provide 2 wireless network transceivers
- Customer to provide 120VAC power at each pole

### Cabling

- Exterior cable that is exposed to the environments will be rated for UV exposure or burial direct as installation method requires.
- Exposed cabling will be installed in conduit or raceway to provide protection.
- Interior camera cable will be exposed above finished ceiling.
- Interior camera cable will be exposed in open ceilings; Cable will be yellow in color.
- Interior cabling will be supported by standard trade methods.
- Interior cabling will be installed in a secure manner.

## Warranty

- Materials are warranted according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is warranted for 90 days.

## Lift Rental

- Estimated lift rental is included in quote for 2 days. Invoice will be adjusted to reflect actual lift rental charge + 10%.

## **Customer Requirements**

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide all usernames and password to complete scope.
- Provide grounded bus bars at switch and exterior camera locations for lighting protection
- Provide internet security for server / NVR.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

## **Project Assumptions**

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.

- All work will be performed with a 6'-8' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless otherwise noted in the scope of work.

### ***Project Exceptions***

- No roof penetrations will be provided, unless otherwise specified in scope.
- 120VAC power will not be provided unless otherwise specified in scope.
- Power suppression (lighting protection) is not included unless otherwise specified in scope.
- Permits and permit fees are not included unless otherwise specified in scope.
- Conduit / raceway is not included unless otherwise specified in scope.

## Wireless Expansion

## Video Surveillance

- 2     **Kenton Brothers 40ft Boom Lift - Day**  
40ft Boom Lift - Day
- 1     **Kenton Brothers Freight**  
Freight on Parts
- 1     **Kenton Brothers Misc Installation Materials**  
Misc Installation Materials
- 2     **Kenton Brothers Project Management Labor**  
Project Management Labor
  - 2           Project Management Labor
- 2     **L-Com NB141207-10F**  
14x12x7 INCH 120V AC WEATHERPROOF ENCLOSURE WITH
  - 10          Electrical Trim Labor
  - 2           Coleman Cable Inc. 097098808  
POWER CORD 9' BLACK 16 GAUGE 3  
CONDUCTOR 13A
  - 2           Electrical Trim Labor
  - 2           SignaMax FO-DC-1848-75W  
24V DC Industrial Power Supply 75W, DIN-Rail Mount
  - 2           Electrical Trim Labor
  - 2           SignaMax FO-SI30040  
I-300 8 Port Industrial Gigabit PoE+ Swith with 2
  - 2           Electrical Trim Labor
- 2     **Ubiquiti Networks NBE-5AC-Gen2-US**  
NanoBeam AC Gen2 Wireles Radio
  - 10.5        Electrical Trim Labor
  - 4           ANIXTER MCTP6I-4-3  
3' CAT 6 PATCH CORD YELLOW
  - 0           Electrical Trim Labor
  - 2           Kenton Brothers Programming Labor  
Programming Labor
  - 2           Programming Labor
  - 4           Ortronics KS6A44  
ORTKS6A44 TECHCHOICE 1 PORT MOD JACK CAT 6 YELLOW
  - 0           Electrical Trim Labor

2	Ubiquiti Networks UBAM UBIUBAM UNIVERSAL ARM BRACKET FOR WALLS OR POLES
0.5	Electrical Trim Labor
400	WIRE CAT 6 DIRECT BURIAL BLACK CATEGORY 6 UTP CABLE, DIRECT BURIAL, BLACK JACKET
4	Rough-In Labor

<b>Equipment:</b>	<b>\$4,838.00</b>
<b>Labor:</b>	<b>\$4,161.59</b>
<b>Video Surveillance Total</b>	<b>\$8,999.59</b>

<b>Equipment:</b>	<b>\$4,838.00</b>
<b>Labor:</b>	<b>\$4,161.59</b>

<b>Wireless Expansion Total</b>	<b>\$8,999.59</b>
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<b>Equipment Subtotal:</b>	<b>\$4,838.00</b>
<b>Labor Subtotal:</b>	<b>\$4,161.59</b>

<b>Project Subtotal:</b>	<b>\$8,999.59</b>
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# PROJECT ACCEPTANCE

**Proposal Acceptance:**

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Estimated Invoice Schedule** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

## AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective, as of the date (the "Effective Date") shown below here, by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("Customer").

By signing this Agreement, KB agrees to provide the security equipment, software, and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "Schedule" and collectively the "Schedules"), and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

Accepted by:

\_\_\_\_\_  
Client:

\_\_\_\_\_  
Date

*Strickland, David*

\_\_\_\_\_  
November 30, 2022

\_\_\_\_\_  
Contractor:     **Kenton Brothers**

\_\_\_\_\_  
Date



# STANDARD TERMS AND CONDITIONS (Distribution)

## 1. DEFINITIONS

- (a) "CCTV" means closed circuit television.
- (b) "Customer Location(s)" means the location(s) of Customer identified in the KB Fee Schedule.
- (c) "Effective Date" means the effective date of this Agreement established on page 1 hereof.
- (d) "Equipment" means locking hardware, keying system hardware, cameras, alarms, doors, monitors, and other materials and tangible items
- (e) "Fees" means Kenton Brothers, Inc. ("KB")'s costs, expenses and any other charges for the Equipment, Software, Services or other items pursuant to this Agreement and/or in the applicable KB Fee Schedule.
- (f) "Installation Services" means the process by which KB installs Equipment and/or Software for Customer pursuant to a KB Fee Schedule.
- (g) "Leased Equipment" means Equipment that KB leases, or agrees to lease, to Customer pursuant to the terms of a KB Fee Schedule.
- (h) "Licensed Software" means the machine-readable forms of computer software programs and interfaces developed by KB that KB licenses, or agrees to license, to Customer pursuant to a KB Fee Schedule, and all items of associated documentation, together with new releases, updates, corrections and patches to same.
- (i) "Purchased Equipment" means Equipment that KB sells, or agrees to sell, to Customer pursuant to the terms of a KB Fee Schedule.
- (j) "Remote Video Equipment" means Equipment KB sells or leases, or agrees to sell or lease, to Customer pursuant to the terms of a KB Fee Schedule for establishing, maintaining and/or operating a system of CCTV components at Customer Location(s) which Customer's authorized personnel can view from any compatible computer or smart phone connected to high speed Internet.
- (k) "Remote Video Server Access" means access via the Internet to KB's remote video server which finds the IP address associated with Customer's CCTV components in order to enable Customer to view the CCTV cameras on any compatible computer connected to high-speed internet connection or any smart phone or smart device with Internet access capabilities.
- (l) "KB Fee Schedule" means any purchase schedule or other order form executed by the parties and incorporating this Agreement pursuant to which Customer may order Equipment, Software or Services from KB, together with all exhibits and schedules thereto. KB Fee Schedules become effective upon execution by both parties. This Agreement and any associated KB Fee Schedule shall be conclusive and govern KB's agreement with the customer unless amended as provided by Section 20(b). **All waiver, alteration, or modification to these terms by a purchase order confirmation or other subsequent customer document are hereby expressly refused unless signed by a KB agent authorized to change these terms and conditions.**
- (m) "Services" means the services (including related documentation, content and materials provided in conjunction therewith) that KB provides or agrees to provide to Customer pursuant to the terms of this Agreement and a KB Fee Schedule, including any authorized changes, modifications, improvements and enhancements KB provides pursuant to a KB Fee Schedule and this Agreement.
- (n) "Software" means the Licensed Software and Sublicensed Software.
- (o) "Sublicensed Software" means all third-party manufacturer firmware (embedded software accompanying Equipment) and all third-party software and interfaces that KB sublicenses, or agrees to sublicense, to Customer pursuant to a KB Fee Schedule, together with new releases, updates, corrections and patches to same developed by third party.
- (p) "Maintenance and Support Services" means the Services described in Section 5 that KB provides, or agrees to provide, to Customer pursuant to a KB Fee Schedule.
- (q) "KB Maintenance and Support Services Fee Schedule" means a KB Fee Schedule in which Customer elects to purchase Maintenance and Support Services.
- (r) "Work Product" means any designs, custom software programs, documentation, techniques, methodologies, inventions, analysis frameworks, procedures developed or introduced by KB in the course of or as a result of KB performing any Services, whether acting alone or in conjunction with Customer or its employees or others.

## 2. STANDARD TERMS AND CONDITIONS

The terms and conditions of this Agreement govern each KB Fee Schedule. If there is any express conflict between the terms of this Agreement and the terms of a KB Fee Schedule, the terms of the KB Fee Schedule shall govern and control to the extent of such conflict. If the terms of this Agreement refer to or contain provisions governing types of Equipment, Software or Services that are not included in the KB Fee Schedule, then said references to non-covered items herein shall be deemed omitted for purposes of such KB Fee Schedule.

## 3. SERVICES

(a) Services. During the term of this Agreement, KB will provide the Services set forth on the applicable KB Fee Schedule. Unless otherwise expressly provided in a KB Fee Schedule, the Services (including, without limitation, Maintenance and Support Services described in Section 5) shall not include: (i) electrical work external to the Equipment or repair of damage or replacement of parts resulting from failure of electrical power or air conditioning; (ii) repair or replacement of damaged Equipment or Software (or parts thereof) resulting from catastrophe, accident, acts of God,

neglect, misuse of equipment, or unauthorized modifications, repairs or reinstallation of any equipment by the Customer; (iii) any system or operational malfunction or failure not attributable to the Equipment or Software; (iv) relocation or reinstallation of Equipment or Software; or (v) assisting the Customer in obtaining any licenses or permits required by federal, state, or local entities.

(b) Changes in Scope of Work. Customer may from time to time desire to make changes in the scope of work set forth in the applicable KB Fee Schedule. Variations to the scope of work, to the Equipment, Software or Services or to any specifications regarding the Equipment, Software or Services may require additional Fees or result in reduced Fees and/or may alter the time schedule for performance. Subject to the below terms, such changes must be in writing and accepted by both parties to be effective. If any such change causes an increase or decrease in the estimated Fees or causes a time schedule change from that originally agreed upon, KB will provide written notice to Customer of the change in Fees or scheduling. If such changes are acceptable to both parties, they shall execute a new or revised KB Fee Schedule, change order or other written document acceptable to both parties, reflecting the changes. All other terms hereunder are not changed unless expressly accepted by KB by a KB agent authorized to change these terms and conditions.

(c) Additional Services. At Customer's request, KB may in its sole discretion, provide services not included in Services or are furnished beyond the term of an applicable KB Fee Schedule. In such event, KB shall charge Customer for such additional services at the KB published rates in effect at the time the labor and parts are furnished. Labor charges shall include travel time to and from installation site and shall be computed to the nearest one-half (1/2) hour with a minimum charge per call based upon a two (2) hour period. If travel expenses are required, they shall be billable at KB's costs, or, if commercial transportation is used, at the actual cost of such commercial transportation. Other travel costs, such as per diem, lodging, parking and tolls shall be invoiced to Customer as incurred.

(d) Design Services. If the Services identified in the KB Fee Schedule include design services, all drawings, specifications and other documents and electronic data that KB furnishes to Customer are deemed Work Product of KB and KB shall retain ownership and property interests therein, including copyrights thereto. Upon Customer's payment in full for all Equipment, Software and Services required in the KB Fee Schedule, KB grants to Customer a limited, non-exclusive, perpetual license to use the Work Product in connection with the Customer Location(s) identified in the KB Fee Schedule, conditioned on Customer's compliance with the terms of this Agreement and with the express understanding that its use of the Work Product is at Customer's sole risk and without liability or legal exposure to KB or anyone working by or through KB.

(e) Installation Services. If and to the extent Customer purchases Installation Services pursuant to a KB Fee Schedule, Customer authorizes KB to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary for the installation as determined by KB in its sole discretion. KB shall not be liable for any damage or loss sustained by any such alteration or by any delay in installation, equipment failure or interruption of service due to any reason or cause.

#### 4. EQUIPMENT AND SOFTWARE

(a) Equipment Purchase. Customer agrees to purchase from KB the Equipment described as Purchased Equipment on a KB Fee Schedule.

(b) Equipment Lease. Customer agrees to lease from KB the Equipment described as Leased Equipment on a KB Fee Schedule.

(c) Licensed Software. Subject to the terms and conditions of this Agreement (including the applicable KB Fee Schedule), KB grants to Customer a non-exclusive, limited, non-transferable license to use, and permit end-users to use, the Software described as Licensed Software on a KB Fee Schedule solely during the license term set forth in the KB Fee Schedule and solely at the Customer Location(s) for its internal purposes.

(d) Sublicensed Software. Subject to the terms and conditions of this Agreement (including the applicable KB Fee Schedule), KB grants to Customer a non-exclusive, limited sublicense to use the Software embedded in the Equipment described on a KB Fee Schedule or described as Sublicensed Software on a KB Fee Schedule, subject to the limitations, restrictions and other terms imposed by the third-party supplier as further described in Section 4.(f).

(e) Shipping. By signing a KB Fee Schedule, Customer authorizes KB to arrange (and invoice Customer for) shipping and in-transit insurance for the Equipment. The Equipment is priced F.O.B. manufacturer's plant.

(f) Risk of Loss. Risk of loss transfers to Customer upon delivery of possession to the shipment carrier. Claims alleging error or shortage will not be considered unless made in writing, within the time limits specified by the carrier. The goods shown on the invoice, packing list and bill of lading shall govern all cases unless such notice is timely given to the carrier with copy to KB.

(g) **DISCLAIMER OF WARRANTIES; THIRD-PARTY TERMS. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6(a) AND 12, KB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER REGARDING ANY EQUIPMENT OR SOFTWARE.** If and to the extent KB's third-party suppliers or third-party manufacturers extend warranties on any of the Equipment or Software, KB passes through such warranties to Customer. Sublicensed Software may be subject to pass-through terms from the third-party suppliers. Customer shall comply with all terms and restrictions of third-party suppliers. Customer acknowledges that additional Fees may be charged for new releases and updates.

#### 5. MAINTENANCE AND SUPPORT SERVICES

(a) Covered Maintenance and Services. If and to the extent Customer purchases Maintenance and Support Services pursuant to a KB Fee Schedule, KB, through KB's staff and/or third-party contractors, will provide Maintenance and Support Services for the Equipment and/ Software identified on the applicable KB Fee Schedule. Maintenance and Support Services included in KB's annual maintenance Fee are: (i) an annual service call to inspect and confirm the operation of the Equipment and Software, the timing of which annual check shall be determined at KB's sole discretion and may be performed during any service call scheduled for other purposes; (ii) remote diagnosis during Regular Business Hours to identify the source of any reported problem with the covered Equipment and/or Software and remote repair of the covered Equipment and Software during Regular Business Hours; (iii) if and to the extent KB, in its sole discretion, determines that any on-site diagnosis or repair is

necessary to address a reported problem with covered Equipment and/or Software, on-site service call(s) during KB's Regular Business Hours; and (iv) parts needed to repair covered Equipment if and to the extent they are available for reasonable cost.

(b) Exclusions. Unless otherwise expressly provided in a KB Fee Schedule, the Maintenance and Support Services shall not include: (i) after-hours labor or service calls as further described in Section 5(d); (ii) any items or work described in Section 3(a)(i) through (v); (iii) the cost of replacing any Equipment when it is not capable of repair or not feasible to repair (e.g. when the parts needed to repair are not available at a reasonable cost); or (iv) the cost of purchasing any Software updates, new releases or replacements needed to repair or resolve issue.

(c) Regular Business Hours. KB's Regular Business Hours are between the hours of 8:00 a.m. and 4:30 p.m. CST, Monday through Friday, excluding KB-recognized holidays.

(d) After-Hours Support and Fees. Telephone support is available outside Regular Business Hours through an answering service at (816) 842-3700. The Fees for remote or on-site assistance outside of KB's Regular Business Hours are not included in KB's annual maintenance fee and are Additional Services subject to additional Fees pursuant to Section 3(c).

(e) Requests for Service Call. Customer requests for support or service calls can be reported to: support@KentonBrothers.com. Customer requests for support outside of Regular Business Hours are available through an answering service at (816) 842-3700.

(f) Non-KB Furnished Equipment. Any Equipment not purchased by Customer from KB or not otherwise provided by KB that is to be covered by a KB Maintenance and Support Services Fee Schedule shall be subject to inspection by KB to determine if it is in good operating condition. Any repairs or adjustments deemed necessary by KB to bring such Equipment up to good operating condition shall be made at Customer's expense with advance notice to Customer of the extent of the necessary repairs and estimated cost of repair (if repairs are to be made by KB). If Customer does not make such necessary repairs, then KB shall have no obligation to provide the Services related to such Equipment.

(g) Manufacturer's Warranty. Equipment and Software under manufacturer's warranty will be returned for repair or replacement in accordance to that third-party suppliers' returned material authorization policy.

(h) Required KB Approvals. Customer shall not perform any material repairs to the Equipment or Software without KB's prior approval and Customer shall not relocate, reinstall or modify any of the Equipment without KB's prior written approval. Nothing in the foregoing relieves Customer of responsibility for routine maintenance and the other obligations imposed in Section 8.(b).

(i) Term. The initial term of the Maintenance and Support Services shall commence on the date set forth in the applicable KB Maintenance and Support Services Fee Schedule and shall continue for the period of months set forth in that KB Fee Schedule. Thereafter, unless the KB Maintenance and Support Services Fee Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term, the term of the Maintenance and Support Services shall automatically renew for the additional, consecutive periods specified in the KB Fee Schedule.

(j) Fees. The annual Fee for Maintenance and Support Services during the initial term, for the Equipment specified in applicable KB Fee Schedule, shall be the amount set forth in the KB Fee Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d) . If Customer, with KB's approval, makes any additions, modifications or deletions to the Equipment listed in the KB Fee Schedule, KB shall adjust the annual maintenance charge to reflect such changes. Any additional charges under Section 5.(d) shall be at KB's published rates in effect at the time that KB furnishes the additional services.

(k) Payment. Unless otherwise stated in the applicable KB Fee Schedule, the annual Fee for Maintenance and Support Services shall be paid in equal monthly installments with each payment due in advance. KB shall invoice Customer for such amounts and payment shall be due monthly within thirty (30) days of the invoice date. All other charges shall be invoiced following the work performed and due upon receipt.

## 6. REMOTE VIDEO EQUIPMENT AND/OR ACCESS SERVICE

(a) 90-Day Equipment Warranty. If Customer purchases as new any Remote Video Equipment pursuant to a KB Fee Schedule, KB warrants, for a period of ninety (90) days from the date of installation by KB or from the date of sale if system is self-installed by Customer, that the Remote Video Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Remote Video Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. The conditions, limitation and other terms of this ninety (90)-day warranty are set forth in Section 12. **CONSISTENT WITH SECTION 12, KB DISCLAIMS ALL WARRANTIES, OTHER THAN THE WARRANTY IN THIS SECTION 6.(A).**

(b) Remote Video Server Access. If and to the extent Customer purchases Remote Video Server Access pursuant to a KB Fee Schedule, during the term of the Remote Video Access Service set forth in the KB Fee Schedule, KB will provide Customer with access via the Internet to KB's remote video server which finds the IP address that Customer's CCTV is using in order to enable Customer to view the CCTV cameras on any compatible computer connected to high speed internet connection or any compatible smart phone or smart device with Internet access capabilities. KB is responsible only for allowing access to its remote video server and will assign a unique passcode to Customer to enable such access. Customer is solely responsible for supplying all 110 Volt AC power, electrical outlets and receptacles, electric service, high speed Internet connection, high speed broadband cable or DSL and IP address at Customer's premises where the CCTV system is installed. KB has no responsibility or liability for the same. For purposes of clarity, KB is not responsible for Customer's access to the Internet or for any interruption of service or down time of KB's remote video server. Customer also is solely responsible for installing, assigning and maintaining the security of all passcodes Customer assigns to the end users Customer authorizes to view the CCTV cameras.

(c) Term of Access. The initial term of the Remote Video Server Access shall commence on the date set forth in the applicable KB Fee Schedule and shall continue for the period of months set forth in that KB Fee Schedule. Thereafter, unless the KB Fee Schedule otherwise expressly provides and unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to expiration of the then current term,

the term of the Remote Video Server Access shall automatically renew for the additional, consecutive periods specified in the KB Fee Schedule.

(d) Fees. The annual Fee for Remote Video Server Access during the initial term shall be the amount set forth in the applicable KB Fee Schedule. Fees for renewal terms are subject to change as provided in Section 7.(d).

(e) Payment. Unless otherwise stated in the applicable KB Fee Schedule, the annual Access Fee shall be paid in equal monthly installments with each payment due in advance through credit card/bank authorization pursuant to Section 7.(b). In the event Customer fails to timely pay the monthly access charge KB shall be permitted to terminate Customer's access to KB's remote video server without notice. KB is not responsible for any effects related to any such interruption of Services due to Customer's non-payment.

## 7. FEES AND PAYMENT

(a) Fees. Customer shall pay KB the Fees in the amount, at the times and in the manner set forth in this Agreement or the applicable KB Fee Schedule. KB may, in its sole discretion, require a down payment or payment in full prior to shipment of the Equipment/Software or performance of the Services. Unless otherwise stated in the applicable KB Fee Schedule, the contract price (less any down payment previously paid) for Equipment, Software and Installation Services per the KB Fee Schedule shall be paid within thirty (30) days after the date of invoice. The address for payment is 1718 Baltimore Ave. Kansas City MO 64108 or such other address KB designates in writing. The stated Fees do not include any applicable taxes or duties, including without limitation, state and local use, sales and property taxes and duties. Customer is responsible for all taxes and duties incurred as a result of its subscription and use of or access to the Equipment, Software or Services (except for any taxes levied upon KB's income).

(b) Credit/Bank Card Authorizations. Customer acknowledges that KB's obligation to provide certain Services is conditioned upon Customer providing and maintaining a valid credit card or bank debit authorization with KB that permits KB to receive payment by automatically charging to Customer's credit card or automatically debiting to Customer's bank account all Fees payable under the applicable KB Fee Schedule. Unless otherwise provided in a KB Fee Schedule, such credit card or debit authorization method of payment applies to Fees for Remote Video Server Access and third-party monitoring. In the event of non-payment through this method for any reason, such non-payment shall constitute a breach by Customer. KB shall not be required to send invoices or bills for these Services.

(c) Remedies for Non-Payment. If Customer does not timely comply with KB's payment terms or shows evidence of changed financial condition, KB may declare Customer in breach, suspend further access to the Services and/or terminate this Agreement at KB's sole option and pursue any or all of the following additional remedies: (i) collect interest at the lower of the rate of 1.533% per month or the maximum interest rate allowed under applicable law on all invoices older than thirty (30) days; (ii) require additional security or changes in the payment terms conditions; (iii) accelerate payment and declare the entire remaining Fees immediately due and payable to KB including, without limitation, the balance of any Fee (s) for Maintenance and Support Services payable under the KB Maintenance and Support Services Fee Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable KB Fee Schedule during the then current term and/or (iv) any other remedies available at law or in equity.

(d) Reimbursement of Expenses. Unless otherwise noted in a KB Fee Schedule, Customer shall reimburse KB for any reasonable out-of-pocket expenses actually incurred by KB relating to KB's performance of its obligations under this Agreement.

(e) Changes to Fees upon Renewal Term. Fees for renewal terms may be changed by KB upon ninety (90) days' advance written notice.

## 8. CUSTOMER OBLIGATIONS

(a) Space; Facilities; Access. Customer, at its own expense shall provide KB with (i) ready access to the Equipment and Software at all reasonable times as necessary to perform the Services together with Customer's server(s) and other information technology systems to the extent necessary to perform the Services; (ii) adequate work and storage space and utilities; (iii) all electrical current, electrical current outlets, circuits and wiring required by the Equipment (and Customer is responsible for any ground loop or surge issues); (iv) a clean operating environment at the installation site which does not exceed the rated temperature, humidity and operation specifications of the Equipment; and (v) access to the Customer's network via the Internet to allow remote IT system support of relevant Equipment and Software at all times, including adequate bandwidth.

(b) Customer's Information Technology Systems. Although KB may need access to Customer's servers and other information technology systems to perform the Services, Customer is solely responsible for maintaining and operating the IT system and assuring that the integration of security components hereunder do not alter the proper functioning of Customer's network and systems. Further, Customer is solely responsible for maintaining the cyber security of Customer's network and preventing any unauthorized cyber intrusion to the Customer's network or the Equipment or Software.

(c) Maintenance; Unauthorized Relocation or Repair. Customer shall perform routine maintenance on the Equipment, such as keeping the Equipment clean, secure, and in a proper environment, upgrading software, and any non-material equipment repair.

(d) Extraordinary Service Costs. If any specialized equipment is required to provide the Services to Customer (including, without limitation, special scaffolding or man-lift equipment), then Customer shall either provide such specialized equipment or reimburse KB for the cost of the rental or purchase of such specialized equipment. Such duty applies to all Services requiring specialized equipment, including, without limitation, Services included in Maintenance and Support Services.

## 9. THIRD PARTY CENTRAL OFFICE MONITORING

Customer acknowledges that no central office monitoring services are provided by KB to Customer pursuant to this Agreement. If requested by Customer and set forth in a KB Fee Schedule, KB will contract directly with a third-party monitoring company to provide central office monitoring services for Customer, and the Fee for such third-party monitoring will be set forth on the applicable KB Fee Schedule. This third-party

arrangement is offered by KB solely as a convenience to Customer and Customer acknowledges that KB is not responsible for providing any monitoring services. Customer agrees that KB shall not be liable without limitation and under any circumstances for any events arising out of, or in any way related to, the third-party monitoring services, and KB expressly disclaims all liability associated with such central office monitoring services.

## 10. TERM; TERMINATION

(a) Term. This Agreement will commence on the Effective Date and remain in effect so long as the term of any KB Fee Schedule remains in effect.

(b) Termination of a KB Fee Schedule. Either party may terminate any KB Fee Schedule(s) upon thirty (30) days prior written notice to the other party, in the event that the other party: (i) materially breaches any material provision of this Agreement or applicable KB Fee Schedule and fails to cure such material breach within such thirty (30)-day notice and cure period, or (ii) is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts when due. Additionally, KB may immediately suspend or terminate this Agreement upon written notice to Customer pursuant to Section 7. (c). Further, this Agreement shall automatically terminate in the event that loss or irreparable damage or destruction occurs which renders the Equipment permanently unfit for use.

(c) Effect of Termination. Upon the expiration or other termination of a KB Fee Schedule for any reason, each party's rights and obligations under the KB Fee Schedule shall automatically terminate except those rights and obligations that accrued prior to the effective termination date of the KB Fee Schedule and those rights and obligations that by their nature or express terms continue after the effective termination date of the KB Fee Schedule. If any KB Fee Schedule is terminated for any reason, other than termination by Customer pursuant to Section 10.(b) due to KB's breach, KB shall be entitled to retain all prepaid Fees, to accelerate payment and declare the entire remaining Fees immediately due and payable to KB (including, without limitation, the balance of any Fee(s) for Maintenance and Support Services payable under the KB Maintenance and Support Services Fee Schedule during the then current term or any Fees for Remote Video Server Access payable under the applicable KB Fee Schedule during the then current term) and pursue any and all additional remedies available at law or in equity. Upon termination of the Agreement, if any of the Equipment is owned by KB, then Customer will reimburse KB for the cost of the removal charges of such Equipment and allow KB access in order to remove such Equipment. If the Customer fails to provide access to remove such Equipment, Customer authorizes KB to invoice the Customer for the fair market value of the Equipment and agrees to pay the same. KB is not responsible for any effects related to any such interruption of Services due to KB's termination under this provision.

## 11. RELATIONSHIP OF PARTIES

The relationship of KB and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party. KB shall have the right to determine the method, details, and means of providing and performing the Services. KB shall have the sole right to designate the appropriate personnel, subcontractors or service partners necessary to provide the Services to be performed under a KB Fee Schedule. KB reserves the right to substitute personnel, subcontractors and service partners for any reason and in its own sole discretion. Customer agrees that KB shall not be liable for any loss or damage sustained by Customer caused by the negligence of any third parties, including subcontractors and service partners selected by KB to perform the Services.

## 12. LIMITED WARRANTIES; DISCLAIMER OF ALL OTHER WARRANTIES

(a) Limited Warranties. KB warrants the workmanship of all Services it performs under this Agreement for a period of ninety (90) days from the date the Services are performed. With respect to Remote Video Equipment sold new to Customer, KB makes the warranty set forth in Section 6.(a). With respect to all other Equipment sold new to Customer, KB warrants, for a period of one (1) year from the earliest of date of shipment, that the Equipment shall be free from defects in material and workmanship and that the manufacturer firmware (embedded software accompanying the Equipment) shall perform in substantial compliance with the specifications contained in the manufacturer's operating instructions. KB shall be the sole judge, using its reasonable judgement, in determining whether the Services, Equipment or Software are/were defective. KB's sole obligation and Customer's exclusive remedies with respect to Services or Equipment KB determines to be defective during the warranty period shall be KB's obligation to re-perform the defective Services or to repair or replace the defective item (which selected option shall be determined by KB in its sole discretion). KB reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. All remedies are expressly conditioned upon: (i) Customer advising KB of any defect, error or omission within ten (10) days after KB's performance of the Services in the case of defective Services, and within ten (10) days after KB's installation of the Equipment or, if installed by Customer, within ten (10) days from the date of sale of the Equipment, in the case sale of new Equipment; (ii) Customer sending written notice of defect to KB, by certified or registered mail/ return receipt requested in the event Customer complies with Section 12.(a)(i) and KB fails to re-perform the Services or to repair or replace the Equipment within thirty-six (36) hours after the date of the notice required in Section 12.(a)(i) excluding Saturdays, Sundays and legal holidays; (iii) Customer not repairing or altering the Equipment without KB's consent; and (iv) Customer complying with the operating instructions for the Equipment. In the event KB elects to repair any Equipment at its own site or to replace any Equipment, Customer shall pay the cost of disassembling and returning the allegedly defective Equipment. The warranty does not include batteries, reprogramming, damage by lightning or electrical surge and does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than KB. KB is not the manufacturer of the Equipment and, other than KB's limited warranty in this Section 12.(a), Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage, if any. KB makes no warranties of any kind with respect to used or refurbished Equipment sold to Customer.

(b) Disclaimer of All Other Warranties. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE KB FEE SCHEDULE, KB PROVIDES ALL EQUIPMENT, SOFTWARE AND**

**SERVICES UNDER THIS AGREEMENT ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND. KB HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE EQUIPMENT, SOFTWARE OR SERVICES. KB MAKES NO REPRESENTATION OR WARRANTY THAT THE EQUIPMENT, SOFTWARE OR SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR INJURY DUE TO BURGLARY, HOLD UP, FIRE OR OTHERWISE, OR THAT THE EQUIPMENT OR SERVICES WILL PROVIDE THE PROTECTION FOR WHICH THEY ARE INTENDED OR THAT THE SYSTEM OR ITS COMPONENTS ARE INCAPABLE OF HACKING, COMPROMISE OR CIRCUMVENTION. KB MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY THIRD-PARTY HARDWARE, EQUIPMENT OR SOFTWARE PROVIDED BY KB OR WITH WHICH THE SERVICES MAY BE REQUIRED OR DESIRED TO COMMUNICATE OR OPERATE. KB IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE OR DAMAGE TO THE SERVICES MADE, PERMITTED OR OTHERWISE CAUSED BY CUSTOMER IN WHOLE OR IN PART.**

### **13. LIMITATION OF LIABILITY**

**KB SHALL HAVE NO LIABILITY FOR ANY DELAY IN PERFORMING ITS OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KB BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER, FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE EQUIPMENT, THE SOFTWARE OR THE SERVICES, WHETHER CAUSED BY KB’S NEGLIGENCE, FAULT, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER CAUSE OR CAUSES WHATSOEVER AND EVEN IF KB WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, IF THE DELAY IS CAUSED BY CUSTOMER OR ANY FORCE MAJEURE EVENT. SUCH INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF ANTICIPATED PROFITS, LABOR INEFFICIENCIES, IDLE EQUIPMENT, HOME OFFICE OVERHEAD, AND SIMILAR TYPES OF DAMAGES. IN THE EVENT THAT KB IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL KB’S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER FOR THE DEFECTIVE ITEM OR SERVICE UNDER THE APPLICABLE KB FEE SCHEDULE WITHIN THE IMMEDIATELY PRECEDING TWELVE (12)-MONTH PERIOD. THE DISCLAIMER OF WARRANTIES IN SECTION 12 AND THE LIMITATION OF LIABILITY AND REMEDY IN THIS SECTION 13 ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR KB TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO THE EQUIPMENT, SOFTWARE AND SERVICES FOR THE SPECIFIED FEES. CUSTOMER ACKNOWLEDGES THAT KB IS NOT THE MANUFACTURER OF ANY OF THE EQUIPMENT, AND CUSTOMER AGREES THAT KB SHALL HAVE NO LIABILITY RELATED TO ANY PRODUCT DEFECT RELATED TO THE EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a) WITH RESPECT TO REMOTE VIDEO SERVER EQUIPMENT.**

### **14. INDEMNIFICATION BY CUSTOMER**

**(a) Indemnity.** Customer shall indemnify, defend and hold harmless KB and its officers, shareholders, directors, employees, agents and affiliates (each, a “KB Indemnified Party”) from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys’ fees for attorneys selected by the KB Indemnified Party resulting from any claim, suit, action, arbitration or proceeding brought or threatened by a third-party against any KB Indemnified Party to the extent arising from or relating to: (a) the design, manufacture, installation or operation of any Equipment or Software or the performance / nonperformance of any Services pursuant to this Agreement; (b) any breach or alleged breach by Customer or its users of any of its representations, warranties, covenants or obligations hereunder or any actual or alleged act or failure to act by Customer; or (c) any of the services provided pursuant to this Agreement by a subcontractor or service partner of KB, including, without limitation, any party providing central office monitoring services to Customer. Customer on its behalf and any insurance carrier waives any right of subrogation Customer’s insurance carrier may otherwise have against KB or KB’s subcontractors arising out of this Agreement or the relation of the parties hereto.

**(b) KB Not an Insurer.** Customer understands that KB is not an insurer. Customer has sole responsibility to obtain insurance adequate to cover risks, losses, damages, injuries, death and other effects of burglary, fire, physical dangers or medical problems affecting Customer, Customer’s family, and any other persons who may be in or near Customer’s Location(s).

### **15. EXCULPATORY CLAUSE**

KB and Customer agree that KB is not an insurer and no insurance coverage is offered herein. The Services performed by KB in connection with this Agreement are not designed to reduce any risks of loss to Customer and KB does not guarantee that no loss will occur. KB is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury, data corruption or inability to view or retrieve data, or property damage sustained by Customer as a result of burglary, theft, hold-up, cyber intrusion, hacking event (including, but not limited to, software/firmware

exploitation, spoofing, phishing, ransomware, and any misappropriation of any cyber credentials or passwords), fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by KB's negligent performance, failure to perform any obligation or strict products liability. Customer releases KB from any claims for contribution, indemnity or subrogation.

## 16. CONFIDENTIAL INFORMATION

(a) Confidential Information. Customer acknowledges that during the course of this Agreement, KB may disclose certain confidential information to Customer, including, without limitation, information concerning the business, technology, products, services, financial information, pricing, proposals, customers, prospective customers, referral sources, know-how, procedures, inventions, object or source code, databases, research, programs, designs, concepts, methodologies and strategies of KB ("Confidential Information"). The Customer shall maintain the secrecy of all such Confidential Information disclosed to it pursuant to this Agreement. Customer shall not use, disclose or otherwise exploit any Confidential Information for any purpose not specifically authorized pursuant to this Agreement; provided that, Customer may produce information in compliance with any law, court or administrative order. Customer shall give KB reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford KB the opportunity to limit or prevent such disclosure. All files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted or destroyed by the Customer promptly upon termination or expiration of this Agreement.

(b) Remedies. Customer agrees that a breach of Section 16(a) will cause KB irreparable injury and damage. The parties expressly agree that KB shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which KB might be entitled. The parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the parties expressly agree to a bond in the amount of \$100,000. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

## 17. NOTICE TO OWNER

**FAILURE OF KB TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS AGREEMENT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT HEREOF PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK KB FOR "LIEN WAVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS AGREEMENT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

## 18. ARBITRATION OF DISPUTES

(a) Arbitration. **EXCEPT AS PROVIDED IN SECTION 18.(C) BELOW, THE PARTIES AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN KB AND CUSTOMER WHICH ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SUBMITTED TO AND RESOLVED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES (INCLUDING ITS EMERGENCY RULES) THEN IN EFFECT AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY DEMAND FOR ARBITRATION MUST BE FILED PROMPTLY AND WITHIN A REASONABLE TIME AFTER A CLAIM, DISPUTE OR CONTROVERSY HAS ARISEN AND IN NO EVENT LATER THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ALLEGEDLY ACCRUED.**

(b) Place. **THE PARTIES AGREE THE PLACE OF ARBITRATION SHALL BE IN KANSAS CITY, MISSOURI.**

(c) Exclusions. Regardless of any contrary provision contained in this Agreement, claims by KB against Customer collecting overdue amounts not disputed by Customer shall not be subject to the provisions of this Section 18. And, regardless of any contrary provision contained in this Agreement, claims, disputes and controversies arising out of actions or claims filed or asserted by third parties on account of personal injury or death of a person, loss or damage to property shall not be subject to the provisions of this Section 18.

## 19. ATTORNEYS FEES AND COSTS

Should either party be required to institute any arbitration, lawsuit, action or proceeding to enforce any of its rights set forth in this Agreement (including any KB Fee Schedule), then the prevailing party in any such lawsuit, action or proceeding shall be entitled to reimbursement from the non-prevailing party for all reasonable attorneys' fees and costs incurred in such arbitration, lawsuit, action or proceeding. A "prevailing party" is one that succeeds on any significant issue in the litigation which achieves some of the benefit the parties sought in bringing the action.

## 20. GENERAL PROVISIONS

(a) No-Hire. Without the prior written consent of KB, Customer will not offer employment, consulting or other arrangement to any of KB's employees until the earlier of one (2) year after termination of this Agreement or one (2) year after such employee leaves the employment of KB.

(b) Entire Agreement; Amendment. This Agreement, including any applicable KB Fee Schedules, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment or modification of this Agreement or any KB Fee Schedule shall be effective unless in writing and signed by both parties. No use of trade, course of prior dealings between the parties or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

- (c) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or scanned email transmission.
- (d) Severability. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.
- (e) Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the **State of Missouri**, without reference to its conflicts or choice of law principles. The parties agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement that are not subject to arbitration pursuant to Section 18 (including, without limitation, actions to enforce a binding decision of the arbitrator) shall be in any trial court located in or having jurisdiction over **Jackson County, Missouri**. Each of the parties hereby irrevocably submits and consents to personal jurisdiction in the State of Missouri.
- (f) Notices. Any notice required hereunder shall be delivered by hand, by courier service, or by certified mail (return receipt requested, postage prepaid) to the address provided by the party to be notified. Either party may change the referenced addresses and contact information by written notice to the other in accordance with this Section. Notices shall be effective: (i) as of the date personally delivered if by hand or (ii) for notices sent by certified mail, five (5) business days after the postmark date, or (iii) upon receipt if sent by courier service such as Federal Express, U.P.S., or DHL. Notices also may be delivered by electronic means (including, without limitation, via email) and notices so delivered shall be effective upon actual receipt of the electronic transmission.
- (g) Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.
- (h) Assignment and Benefit. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that KB may assign this Agreement in connection with the sale, merger or disposition of KB, the Services or any of its related business operations. This Agreement shall be binding upon and shall inure to the benefit of Customer and KB and their successors and permitted assigns, subject to the other provisions of this Section.
- (i) Delays in Performance or Shipment. KB shall exercise reasonable efforts to perform all Services on the proposed or scheduled dates, but KB makes no guarantees as to dates. KB shall be further excused from any delay or failure in its performance hereunder caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties, any labor dispute, government requirement, act of God, or any other cause beyond its reasonable control. If through no fault of KB delivery is delayed, Customer shall pay to KB any additional costs it incurs as a result of such delay.
- (j) Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement and nothing in this Agreement or any KB Fee Schedule shall give any third party any claim or cause of action against KB.
- (k) Rules of Interpretation. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation;" (iii) a reference to any Contract includes permitted supplements and amendments; (iv) a reference to a Law includes any amendment or modification to such Law; (v) a reference to a Person includes its successors, heirs, legal representative and permitted assigns; (vi) a reference to one gender shall include any other gender; (vii) "hereunder," "hereof," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision. The Parties agree that they have had an opportunity to review this Agreement and negotiate changes or modifications, therefore, the parties waive the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.



# City of Riverside, MO Liquor License Application

I hereby make application to sell beverages for one of the following types of licenses as a solo owner , a partnership \_\_\_\_\_, a corporation \_\_\_\_\_, LLC \_\_\_\_\_.

Not-For-Profit (Temporary)

Social Hall License

All Inclusive License (Except Sunday)

Package Liquor License

Packing Liquor License (Sunday)

Beer License

Sunday Sales License

Wholesale and Distributor's License

Tasting

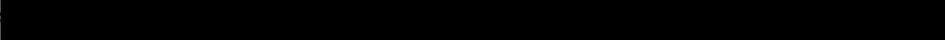
Resort License

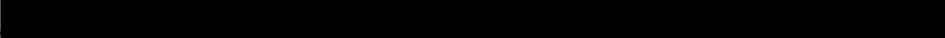
### **Applicant Information**

Name: RIVERSIDE RED X

Address: 2101 NW PLATTE ROAD RIVERSIDE, MO 64150

Phone: 

Date of Birth: 

Are you a resident of Riverside, MO? 

If natural born citizen of the United States, please provide your date of birth: 

Partnership Name: \_\_\_\_\_ Corporation Name: RIVERSIDE RED X

### **Please Answer the Following Questions.**

1. Have you ever been convicted of a felony? If so, please explain.  
NO

2. Give the names and business addresses of all employers for the past five years. If you were self-employed, state the nature of the business and location.

SELF EMPLOYED, RETAIL, 2101 NW PLATTE ROAD RIVERSIDE, MO 64150

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Have you ever been the holder of any liquor permit to manufacture or sell alcoholic beverages which was revoked? If so, please explain.  
NO  
\_\_\_\_\_
4. Are you, or any member of your household or immediate family, interested directly or indirectly in any other permit issued by the city liquor commission which is now in force? If so, please give details.  
NO  
\_\_\_\_\_
5. Is the proposed location within 300 feet of a church? YES \_\_\_\_\_
6. What type of business is the permit to be used for? RESALE \_\_\_\_\_
7. Do you rent or lease the premises for which this business is to be used?  
OWN  
\_\_\_\_\_
8. Will you at all times permit the entry of any officer or investigator who may have legal supervisory authority for the purpose of inspection or search; and will you permit the removal of all things and articles which may be in violation of the ordinances of Riverside, Missouri, and the laws of the State of Missouri; and do you consent to the introduction of evidence of such articles in any proceedings for the violation of any provision of the revised liquor control ordinance of Riverside, Missouri, and/or for the suspension or revocation of the permit which this application is made; and do you promise and agree no to violate any of the ordinances of Riverside, Missouri, the laws of the State of Missouri or the United States in the conduct of the business for which this permit is sought? YES \_\_\_\_\_
9. Attach a complete description of the plans, specifications and fixtures in the applicant's proposed place of business. (This subparagraph is applicable only to a new location or change in plans or specifications within a previously established location.) If application is also for a Sunday Sales License then affix a certification by a certified public accountant showing that at least 50% of the gross income of the restaurant-bar was derived from the sale of prepared meals and food consumed on the premises in conformity with the Department of Liquor Control, State of Missouri, regulation 70-2.120 (9), issued 1978

**If the Business is Owned by a Corporation, Complete this Section**

Name of Corporation: RIVERSIDE RED X INC

State in which incorporated: MISSOURI Date incorporated: 6/16/94

Amount of paid-in capital: 487306 Authorized Capital: 30000 SHARES @ \$1 SHARE

Name of managing agent for corporation: ZEKE YOUNG

Residence Address: PO BOX 1220 OZARK, MO 65721

Phone Number: 1-417-766-4268

Names and Addresses of all stockholders who hold 10% or more of capital  
ZEKE YOUNG PO BOX 1220 OZARK, MO 65721

Names and Addresses of President, Vice President, Secretary and Treasurer of the Corporation:

President: ZEKE YOUNG PO BOX 1220 OZARK, MO 65721

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

1. Is the corporation or any stockholder of the managing officer thereof, any member of his household or immediate family interested directly in any other permit issued by the city liquor commission? If so, please give details.

NO

2. Has the corporation or any stockholder or the managing officer thereof, any member of his household or immediate family, at any time in the past held a permit issued by the city liquor commission? If so, give the name and location of such permits.

RENEW YEARLY

3. Has any stockholder of the corporation or the managing officer ever been employed by any person, partnership or corporation that had a permit revoked or suspended by the city liquor commission? If so, please explain

NO

4. State the name and residence of each person, firm or corporation, if other than the corporation and its stockholders, interested or to become interested, directly or indirectly, other than hereinafter set out, in the business for which a permit is sought an the nature of such interest.

NA  
\_\_\_\_\_

5. Is this application being made by the corporation as a subterfuge to any person other than yourself to obtain a permit from the city liquor commission, in your name for his benefit? NO

6. Attach a complete description of the plans, specifications and fixtures in the applicant's proposed place of business. (This subparagraph is applicable only to a new location or change in plans or specifications within a previously established location.) If application is also for a Sunday Sales License then affix a certification from a certified public accountant showing that at least 50% of the gross income of the restaurant-bar was derived from the sale of prepared meals and food consumed on the premises in conformity with the Department of Liquor Control, State of Missouri, Regulation 70-2.120 (9), issued n1978.

I, or we, (Please Print) ZEKE YOUNG

being of lawful age and duly sworn upon my/our oath do swear that the answers and information given in this application are true to the best of my/our knowledge and belief. I authorize the City, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in this application.

  
\_\_\_\_\_  
Signature

ZEKE YOUNG  
\_\_\_\_\_  
Print Name

STATE OF MISSOURI    )  
COUNTY OF \_\_\_\_\_ ) SS.

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

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

My Commission Expires: \_\_\_\_\_