

Upstream from ordinary.

BOARD OF ALDERMEN MEETING
RIVERSIDE CITY HALL
2950 NW VIVION ROAD
RIVERSIDE, MISSOURI 64150
TENTATIVE AGENDA
FEBRUARY 21, 2023
7:00 p.m.

Call to Order Roll Call Pledge of Allegiance

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

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 February 7, 2023.

Approval of Court Report for January 2023.

R-2023-017: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2022-2023 WEEKS ENDING FEBRUARY 10TH AND FEBRUARY 17TH IN THE AMOUNT OF \$940,884.90. Point of Contact: Finance Director Erika Benitez.

R-2023-018: A RESOLUTION APPROVING LAW ENFORCEMENT REPORTED RELATED AGREEMENTS WITH LEXISNEXIS COPLOGIC SOLUTIONS INC. Point of Contact: Police Chief Chris Skinrood.

R-2023-019: A RESOLUTION APPROVING PURCHASE AGREEMENTS WITH ESO SOLUTIONS, INC. Point of Contact: Fire Chief Gordon Fowlston.

R-2023-020: A RESOLUTION AUTHORIZING THE PURCHASE OF FINANCIAL MANAGEMENT SOFTWARE SUBSCRIPTION SERVICES FROM DEBTBOOK. Point of Contact: Finance Director Erika Benitez.

REGULAR AGENDA

1. First Reading: Bill No. 2023-009: AN ORDINANCE DESIGNATING JUNE 19TH AS "JUNETEENTH INDEPENDENCE DAY" IN RECOGNITION OF JUNE 19, 1865, THE DATE ON WHICH NEWS OF THE END OF SLAVERY REACHED THE SLAVES IN THE SOUTHWESTERN STATES. Point of Contact: City Administrator Brian Koral.

- 2. R-2023-021: A RESOLUTION ACCEPTING A TEMPORARY DRAINAGE EASEMENT FROM GATE WOODS COMMUNITY 1&2 PLAT, INC. Point of Contact: Capital Projects/Parks Noel Challis Bennion.
- 3. R-2023-022: A RESOLUTION APPROVING CHANGE ORDER 14 TO THE AGREEMENT WITH CROSSLAND CONSTRUCTION COMPANY, INC. FOR ADDITIONS & RENOVATIONS RIVERSIDE PUBLIC SAFETY RESULTING IN A REVISED CONTRACT AMOUNT OF \$4,911,708.22 FOR SUCH PURPOSES. Point of Contact: Capital Projects/Parks Noel Challis Bennion.
- 4. R-2023-023: A RESOLUTION AUTHORIZING THE PURCHASE OF FITNESS EQUIPMENT FROM FITNESS FACTORY OFF THE GSA PURCHASING CONTRACT IN THE AMOUNT OF \$11,591.00 FOR THE PUBLIC SAFETY RENOVATION. Point of Contact: Capital Projects/Parks Noel Challis Bennion.
- 5. R-2023-024: A RESOLUTION APPROVING AND ENDORSING APPLICATION TO THE PLATTE COUNTY COMMISSION FOR FUNDING UNDER THE PLATTE COUNTY STORMWATER GRANT PROGRAM, FUNDED BY THE COUNTY-WIDE DEDICATED PARKS AND RECREATION AND STORMWATER QUARTER-CENT SALES TAX. Point of Contact: Capital Projects/Parks Noel Challis Bennion.
- 6. Communication from City Administrator
 - a) Department Reports
 - i. Community Development
 - ii. Engineering
 - MS4 Annual update Capital Projects/Parks Noel Bennion
 - iii. Finance
 - iv. Fire
 - v. Police
 - vi. Public Works
 - vii. Levee Board Report
- 7. Communication from Mayor
- 8. Communication from Board of Aldermen

9. Motion to Adjourn

AFTEST:

Robin Kincald, City Clerk

Posted 02.17/2023 at 3:30 p.m

Brjan E. Koral, City Administrator

MINUTES REGULAR MEETING BOARD OF ALDERMEN RIVERSIDE, MISSOURI

Tuesday, February 7, 2023 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, February 7, 2023.

Mayor Rose called the meeting to order at 6:06 p.m. Those in attendance were, Mayor Kathy Rose, Aldermen Sal LoPorto, Dawn Cockrell, Steve Palma, Nathan Cretsinger, Rob Milner, and Jill Beck (arrived at 6:40 p.m.).

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

MOTION TO ENTER INTO CLOSED @ 6:06 P.M.

Alderman LoPorto moved to enter closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, RSMo 610.021(3) Hiring, firing, disciplining, or promoting a particular employee, when personal information about the employee is discussed, and RSMo 610.021 (13) Individually identifiable personnel records, performance ratings or records pertaining to employee or applicant for employment, second by Alderman Milner. Yes: LoPorto, Milner, Palma, Cockrell, and Cretsinger. Motion carried 5-0.

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

Alderman Cretsinger moved at 6:59 p.m. to adjourn closed session with action taken, second by Alderman Cockrell. Yes: Cretsinger, Cockrell, Milner, Palma, LoPorto, and Beck. Motion carried 6-0.

REGULAR SESSION

Mayor Kathy Rose called the Regular Session Meeting to order at 7:03 p.m.

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

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

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT

Lester Malcolm, 2406 NW Osage Circle, Riverside, MO – Requested a trash can be placed at the 1.6-mile marker of the Line Creek Trail towards Argosy, for a place to put trash that is collected while walking the trail.

PRESENTATION

June 30, 2022, Audit Report

Finance Director Erica Benitez introduced Kristen Hughes with RSM US LLP. Kristen reviewed the final audit report letter to the Mayor and Board. The Board was given the opportunity to ask questions that the auditor answered.

CONSENT AGENDA

Alderman Beck moved to approve the consent agenda as presented, second by Alderman Milner.

Yes: Beck, Milner, LoPorto, Cockrell, Cretsinger, and Palma.

Motion carried 6-0.

MINUTES OF 01-14-23

Alderman Beck moved to approve the minutes of the January 14, 2023 meeting, second by Alderman Milner.

Yes: Beck, Milner, LoPorto, Cockrell, Cretsinger, and Palma.

Motion carried 6-0.

MINUTES OF 01-17-23

Alderman Beck moved to approve the minutes of the January 17, 2023 meeting, second by Alderman Milner.

Yes: Beck, Milner, LoPorto, Cockrell, Cretsinger, and Palma.

Motion carried 6-0.

MINUTES OF 01-26-23

Alderman Beck moved to approve the minutes of the January 26,

2023 meeting, second by Alderman Milner.

Yes: Beck, Milner, LoPorto, Cockrell, Cretsinger, and Palma.

Motion carried 6-0.

RESOLUTION 2023-010

Home Docks Annual Dues

Alderman Beck moved to approve Resolution 2023-010 approving an invoice from the Missouri Home Dock Cities Association regarding dues for lobbyist and marketing services,

second by Alderman Milner.

Yes: Beck, Milner, LoPorto, Cockrell, Cretsinger, and Palma.

Motion carried 6-0.

RESOLUTION 2023-011

Temp. Easement Alexander

Alderman Beck moved to approve Resolution 2023-011 approving and accepting a temporary easement from Donald D. Alexander and Faye L. Alexander, husband and wife A/K/A Donald Alexander and Faye Alexander husband and wife for the Vivion Road Trail Project, second by Alderman Milner.

Yes: Beck, Milner, LoPorto, Cockrell, Cretsinger, and Palma.

Motion carried 6-0.

REGULAR AGENDA

PUBLIC HEARING

Mayor Rose opened the public hearing at 7:19 p.m. to consider Code Amend Chapter 400.410 amending Riverside Municipal Code Chapter 400.410, Use Table, in the City of Riverside, Missouri.

> Community Development Director Mike Duffy explained that this is an amendment to our Code's Use Table, modifying it to the recreational marijuana regulations that were recently passed. He answered question and then introduced Mary Ann Denzer, owner of Riverside Wellness that addressed the Mayor and Board helping to answer more of their concerns. Duffy stated that this went before the Planning & Zoning Commission and was approved unanimously last week. Mayor Rose asked if there were any further questions from the Board or anyone in the audience, hearing none, she closed the public hearing at 7:29 p.m.

BILL NO. 2023-004

City Clerk Robin Kincaid gave first reading of Bill No. 2023-004. Amend Code Chapter 400.410 Alderman Milner moved to accept first reading and place Bill 2023-004 on second and final reading, second by Alderman Cockrell.

> Yes: Milner, Cockrell, Palma, Beck, Cretsinger, and LoPorto. Motion carried 6-0.

> City Clerk Kincaid gave second reading of Bill No. 2023-004. Alderman Milner moved to approve Bill 2023-004 and enact said bill as ordinance, second by Alderman Cockrell. Yes: Milner, Cockrell, Beck, LoPorto, Cretsinger, and Palma. Motion carried 6-0.

PUBLIC HEARING

Code Amend Chapter 400.500 Off Street Parking

Mayor Rose opened the public hearing at 7:30 p.m. to consider amending Riverside Municipal Code Chapter 400.500, Off-Street Parking and Loading, in the City of Riverside, Missouri. Community Development Director Mike Duffy explained that this is an amendment to our Code section for off-street parking and loading, by adding surfaces that should be prohibited. This was presented to the Planning & Zoning Commission, and it was approved unanimously. Mayor Rose asked if there were any further questions from the Board or anyone in the audience. hearing none, she closed the public hearing at 7:32 p.m.

BILL NO. 2023-005

City Clerk Robin Kincaid gave first reading of Bill No. 2023-005. Amend Code Chapter 400.500 Alderman Cretsinger moved to accept first reading and place Bill 2023-005 on second and final reading, second by Alderman

> Yes: Cretsinger, Beck, LoPorto, Cockrell, Palma, and Milner. Motion carried 6-0.

City Clerk Kincaid gave second reading of Bill No. 2023-005. Alderman Cretsinger moved to approve Bill 2023-005 and enact said bill as ordinance, second by Alderman Beck.

Yes: Cretsinger, Beck, Palma, Milner, LoPorto, and Cockrell. Motion carried 6-0.

BILL NO. 2023-006

Wayfinding Signs Agreement

City Clerk Robin Kincaid gave first reading of Bill No. 2023-006. Community Development Director Mike Duffy stated that this is a contract for the wayfinding sign project and three of the signs are on MoDot right-of-way, so we need an agreement with MoDot permission to place those signs.

Alderman Milner moved to accept first reading and place Bill 2023-006 on second and final reading, second by Alderman Beck.

Yes: Milner, Beck, Cockrell, Palma, Cretsinger, and LoPorto. Motion carried 6-0.

City Clerk Kincaid gave second reading of Bill No. 2023-006. Alderman Milner moved to approve Bill 2023-006 and enact said bill as ordinance, second by Alderman Beck.

Yes: Milner, Beck, Cretsinger, Palma, LoPorto, and Cockrell. Motion carried 6-0.

BILL NO. 2023-007 Jackson Lewis Agreement

City Clerk Robin Kincaid gave first reading of Bill No. 2023-007. City Administrator Brian Koral commented that this is the annual agreement with Jackson Lewis, LLC. Jeff Place is special counsel for our firefighter and police union negotiations, as

Alderman Milner moved to accept first reading and place Bill 2023-007 on second and final reading, second by Alderman Cockrell.

Yes: Milner, Cockrell, Beck, LoPorto, Cretsinger, and Palma. Motion carried 6-0.

City Clerk Kincaid gave second reading of Bill No. 2023-007. Alderman Beck moved to approve Bill 2023-007 and enact said bill as ordinance, second by Alderman Milner.

Yes: Beck, Milner, Cockrell, Palma, LoPorto, and Cretsinger. Motion carried 6-0.

BILL NO. 2023-008

City Clerk Robin Kincaid gave first reading of Bill No. 2023-008. Agreement w/ MARC & NKC Capital Projects/Parks Manager Noel Bennion announced that this bill is for a project to connect a trail between Kansas City, North Kansas City, and Riverside. MARC funds will also be included for the planning process and design.

Alderman Beck moved to accept first reading and place Bill 2023-008 on second and final reading, second by Alderman Cretsinger.

Yes: Beck, Cretsinger, Milner, Cockrell, LoPorto, and Palma. Motion carried 6-0.

City Clerk Kincaid gave second reading of Bill No. 2023-008. Alderman Cretsinger moved to approve Bill 2023-008 and enact said bill as ordinance, second by Alderman Beck.

Yes: Cretsinger, Beck, Palma, LoPorto, Milner, and Cockrell. Motion carried 6-0.

RESOLUTION 2023-009

Bill Pay

Alderman Beck moved to approve Resolution 2023-009 authorizing the expenditure of funds for fiscal year 2022-2023 for weeks ending January 20th, January 27th, and February 3rd the amount of \$397,320.21, second by Alderman Milner. Yes: Beck, Milner, LoPorto, Cockrell, Palma, and Cretsinger. Motion carried 6-0.

RESOLUTION 2023-012

CO 11 Crossland - Reno

Capital Projects/Parks Noel Bennion explained the details of the multiple items within this change order and answered questions of the Board. This project is within budget.

Alderman Beck moved to approve Resolution 2023-012 approving change order 11 to the agreement with Crossland Construction Company, Inc. for additions and renovations Riverside Public Safety resulting in a revised contract amount of \$4,876,565.89, second by Alderman Milner.

Yes: Beck, Milner, LoPorto, Cockrell, Cretsinger, and Palma. Motion carried 6-0.

RESOLUTION 2023-013

CO 12 Crossland - Reno

Capital Projects/Parks Noel Bennion explained the details of the multiple items within this change order, adding that CO 12 includes a deduct. She then answered questions of the Board. Alderman Beck moved to approve Resolution 2023-013 approving change order 12 to the agreement with Crossland Construction Company, Inc. for additions and renovations Riverside Public Safety resulting in a revised contract amount of \$4,901,014.98, second by Alderman Milner.

Yes: Beck, Milner, LoPorto, Palma, Cretsinger, and Cockrell. Motion carried 6-0.

RESOLUTION 2023-014

CO 13 Crossland - Reno

Capital Projects/Parks Noel Bennion explained the minor details of the multiple items within this change order and answered questions of the Board.

Alderman LoPorto moved to approve Resolution 2023-014 approving change order 13 to the agreement with Crossland Construction Company, Inc. for additions and renovations Riverside Public Safety resulting in a revised contract amount of \$4,904,582.71, second by Alderman Cockrell.

Yes: LoPorto, Cockrell, Cretsinger, Milner, Pamla, and Beck. Motion carried 6-0.

RESOLUTION 2023-015

Amend RoofLink Agreement

Capital Projects/Parks Noel Bennion explained the amendment to the RoofLink agreement for special inspections during the renovations.

Alderman Beck moved to approve Resolution 2023-015 approving the 1st amended agreement with RoofLink, LLC related to special inspections, second by Alderman Cockrell.

Yes: Beck, Cockrell, LoPorto, Cretsinger, Milner, and Palma. Motion carried 6-0.

RESOLUTION 2023-016

41st & Horizons Traffic Signals

City Engineer Travis Hoover stated that the bids came in under estimated costs and there were six bidders submitting, with Gunter the low bid.

Alderman Milner moved to approve Resolution 2023-016 awarding the bid for construction of the Horizons and 41st Intersection improvements and approving the agreement between the City and Gunter Construction Company for construction of such project, second by Alderman Cretsinger.

Yes: Milner, Cretsinger, Beck, LoPorto, Palma, and Cockrell. Motion carried 6-0.

LIQUOR LICENSE

7th Heaven Smokes & Liquor

City Clerk Robin Kincaid explained the details and request for change of name by the new owners, from Discount Smokes and Liquors to 7th Heaven Smokes & Liquors. The managing agent remaining the same for package liquor sales.

Alderman Milner moved to approve the package liquor, tasting, and Sunday sales upon State of Missouri Approval, Managing Agent Richard Bryant, and 7th Heaven Smokes & Liquor, located at 4335 NW Gateway Ave, Riverside, Missouri, second by Alderman Cockrell.

Yes: Milner, Cockrell, Palma, LoPorto, and Beck.

No: Cretsinger.
Motion carried 5-1.

CITY ADMINISTRATOR

City Administrator Brian Koral congratulated Noel Bennion and the Project Renovation Team, on a job well done. Beyond the Bell children were here last week. They partnered with The Sorted Brick, the Lego store/business that is here in Riverside on Gateway. It is a very fascinating business and they had a great time here with the children. The City is partnering with the KC Current to host tours of the facility for Riverside residents and there have been 247 folks registered for tours this Saturday, while the team is training at another location. The next BOA meeting is February 21st, Mayor Rose and Dawn along with Mike Duffy and me will be attending the MML Legislative Conference in Jefferson City, so we need to make sure everyone else will be here, so we have a guorum. Please let us know if you are unable to attend. The final thing I wanted to share, is an update to our logo for the month of February, which is Black History Month. We are also featuring weekly throughout the month, some Riverside residents that are making an impact in our community and building a better future for everyone. Brian revealed our first featured story, Alderman Rob Milner, and his wife, LaShonda. We are also going to recognize Juneteenth, following Board consideration at the next meeting.

COMMUNITY DEVELOPMENT Nothing to report.

ENGINEERING Nothing to report.

FINANCE Nothing to report.

FIRE Nothing to report.

POLICE Nothing to report.

PUBLIC WORKS Nothing to report.

LEVEE BOARD Nothing to report.

MAYOR'S DISCUSSION Mayor Kathy Rose asked if she could have an update on the

project going at St. Joseph Boulevard. Hoover reported that water line work is being done in preparations for the Vivion Road Trail Project. I have received several complaints on parking on Woodland again. Duffy gave an update on street parking at the

Fieldhouse Town Homes and issues there. We will gather

information on the Woodland issue and bring possible resolutions to you. Mayor Rose then thanked Koral and Duffy for having Attorney Gist to give a presentation on recreational marijuana in the workplace at the NRCC Planning & Development Committee meeting last week. The Riverside Chamber will be having the same presentation on Feb. 23rd. Home Dock Cities are again

focused on opposing VLTs.

BOARD OF ALDERMEN Alderman LoPorto – Nothing to report.

Alderman Cockrell - Nothing to report.

Alderman Milner – I want to thank you for the Black History

recognition each week this month.

Alderman Palma – Nothing to report.

Alderman Beck – Nothing to report.

Alderman Cretsinger – Nothing to report.

MOTION FOR BREAK Alderman Cretsinger moved to take a break at 8:11 p.m., second

by Alderman Milner.

Yes: Cretsinger, Milner, LoPorto, Cockrell, Palma, and Beck.

Motion carried 6-0.

MOTION TO RECONVENE Alderman Cretsinger moved to reconvene at 8:24 p.m. and begin

Workshop Session, second by Alderman LoPorto.

Yes: Cretsinger, LoPorto, Beck, Cockrell, Milner, and Palma.

Motion carried 6-0.

& BEGIN WORKSHOP

City Administrator Brian Koral opened the workshop that is focused on the 2023-2024 Budget Foundations and reviewed a PowerPoint presentation, sharing information on funds and fund balances at this fiscal

year-end along with projections for the next budget year. Working priorities of the Leadership Team and the Fiscal Year 2024 calendar were shared as well.

MOTION TO ADJOURN

Alderman Cretsinger moved to adjourn the meeting at 9:02 p.m., second by Alderman Beck.

Yes: Cretsinger, Beck, Cockrell, LoPorto, Milner, and Palma. Motions carried 6-0.

Robin Kincaid, City Clerk

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

REPORT TO CITY CLERK FOR MONTH OF JANUARY

I do hereby certify that this is a complete listing of the cases heard in the Municipal Division for the month of **JANUARY 2023**.

Shayla Jones

Courl Administrator

Filed: February 6, 2023

RSMo. 479.080.3

(Trial de novas filed: None)

Report received by City Clerk

*Printed: 02/06/2023

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION	Municipality: RIVERSIDE Reporting			Reporting	Period: Jan 1, 2023 - Jan 31, 2023			
Mailing Address: 2950 NW VIVIO	ON ROAD, RIV	/ERSIDE, M	10 641	50				
Physical Address: 2950 NW VIV	ION ROAD, RI	VERSIDE, I	MO 64	150		County: Platte	County	Circuit: 06
Telephone Number: (816)74112	212		Fax N	Number:				
Prepared by: SHAYLA JONES			E-ma	il Address	s:			
Municipal Judge: FERGUSON								
II. MONTHLY CASELOAD INFO	RMATION					cohol & Drug elated Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations)	pending at sta	art of month				50	2,513	530
B. Cases (citations/informations)	filed					3	211	17
C. Cases (citations/informations)	disposed							
1. jury trial (Springfield, Jeffers	on County, and	d St. Louis C	County	only)		0	0	0
2. court/bench trial - GUILTY						3	27	3
3. court/bench trial - NOT GUIL	.TY					0	0	0
4. plea of GUILTY in court						0	24	0
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)				ıd		0	18	0
6. dismissed by court						0	0	0
7. nolle prosequi						0	11	13
8. certified for jury trial (not hea	rd in Municipa	l Division)				0	0	0
9. TOTAL CASE DISPOSITION	NS					3	80	16
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]				g		50	2,644	531
E. Trial de Novo and/or appeal applications filed						0	0	0
III. WARRANT INFORMATION (pre- & post-d	isposition)	IV. PA	ARKING	TICK	ETS		
1. # Issued during reporting period	od	98	1. # Is	ssued dur	ing p	eriod		0
2. # Served/withdrawn during reporting period 58				Court staff does not process parking tickets				
3. # Outstanding at end of reporting period 2,264							- Parking	<u> </u>

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION Municipality: RIVERSIDE Reporting Period: Jan 1, 2023 - Jan 31, 2023 V. DISBURSEMENTS Other Disbursements: Enter below additional surcharges Excess Revenue (minor traffic and municipal and/or fees not listed above. Designate if subject to the ordinance violations, subject to the excess revenue excess revenue percentage limitation. Examples include. percentage limitation) but are not limited to, arrest costs and witness fees. Fines - Excess Revenue \$5,689,50 Court Automation \$420.00 Clerk Fee - Excess Revenue \$612.00 Law Enf Arrest-Local \$200.00 Crime Victims Compensation (CVC) Fund **Total Other Disbursements** \$620.00 \$18.87 surcharge - Paid to City/Excess Revenue Total Disbursements of Costs. Fees. \$9,115.50 Bond forfeitures (paid to city) - Excess Surcharges and Bonds Forfeited \$0.00 Revenue **Bond Refunds** \$0.00 **Total Excess Revenue** \$6,320.37 **Total Disbursements** \$9,115.50 Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation) Fines - Other \$1.096.00 Clerk Fee - Other \$108.00 Judicial Education Fund (JEF) \$0.00 Court does not retain funds for JEF Peace Officer Standards and Training \$60.00 (POST) Commission surcharge Crime Victims Compensation

\$427.80

\$3.33

\$120.00

\$240.00

\$120.00

\$0.00

\$0.00

\$0.00

\$2,175.13

(CVC) Fund surcharge - Paid to

surcharge - Paid to City/Other

Crime Victims Compensation (CVC) Fund

Law Enforcement Training (LET) Fund

Domestic Violence Shelter surcharge

Inmate Prisoner Detainee Security Fund

Parking ticket revenue (including penalties)

Bond forfeitures (paid to city) - Other

Total Other Revenue

State

surcharge

surcharge Restitution

MONTHLY REPORT TO THE CITY OF RIVERSIDE, MISSOURI

February 6, 2023

I ATTEST THAT THE FOREGOING IS A TRUE AND FACTUAL ACCOUNTING OF COURT FOR THE MONTH OF **JANUARY 2023.**

S JONES, COURT ADMINISTRATOR

*Printed: 02/06/2023

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION	Municipality: RIVERSIDE Report		Reporting P	eporting Period: Jan 1, 2023 - Jan 31, 2023			
Mailing Address: 2950 NW VIVION ROAD, RIVERSIDE, MO 64150							
Physical Address: 2950 NW VIV	ION ROAD, RI	VERSIDE, N	/IO 64	1150	County: Platte	County	Circuit: 06
Telephone Number: (816)74112	12		Fax	Number:	-		
Prepared by: SHAYLA JONES			E-m	ail Address:			
Municipal Judge: FERGUSON							
II. MONTHLY CASELOAD INFO	RMATION				Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations)	pending at sta	rt of month			50	2,513	530
B. Cases (citations/informations)	filed				3	211	17
C. Cases (citations/informations)	disposed						
1. jury trial (Springfield, Jefferso	on County, and	d St. Louis C	ounty	only)	0	0	0
2. court/bench trial - GUILTY					3	27	3
3. court/bench trial - NOT GUIL	TY				0	0	0
4. plea of GUILTY in court					0	24	0
5. Violations Bureau Citations (forfeiture by court order (as pay			nd bo	nd	0	18	0
6. dismissed by court					0	0	0
7. nolle prosequi					0	11	13
8. certified for jury trial (not hea	rd in Municipal	l Division)			0	0	0
9. TOTAL CASE DISPOSITION	NS				3	80	16
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]				ng	50	2,644	531
E. Trial de Novo and/or appeal applications filed					0	0	0
III. WARRANT INFORMATION (pre- & post-di	isposition)	IV. F	ARKING TI	<u>CKETS</u>		
1. # Issued during reporting perio	d	98	1. # Issued during period 0			0	
2. # Served/withdrawn during reporting period 58				Court staff does not process parking tickets			
3. # Outstanding at end of reporti	Outstanding at end of reporting period 2,264				<i>y</i>		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION Municipality: RIVERSIDE Reporting Period: Jan 1, 2023 - Jan 31, 2023 V. DISBURSEMENTS Other Disbursements: Enter below additional surcharges Excess Revenue (minor traffic and municipal and/or fees not listed above. Designate if subject to the ordinance violations, subject to the excess revenue excess revenue percentage limitation. Examples include. percentage limitation) but are not limited to, arrest costs and witness fees. Fines - Excess Revenue \$5,689.50 Court Automation \$420.00 Clerk Fee - Excess Revenue \$612.00 Law Enf Arrest-Local \$200.00 Crime Victims Compensation (CVC) Fund **Total Other Disbursements** \$620.00 \$18.87 surcharge - Paid to City/Excess Revenue Total Disbursements of Costs, Fees, \$9,115.50 Bond forfeitures (paid to city) - Excess Surcharges and Bonds Forfeited \$0.00 Revenue **Bond Refunds** \$0.00 Total Excess Revenue \$6,320.37 **Total Disbursements** \$9,115.50 Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation) Fines - Other \$1.096.00 Clerk Fee - Other \$108.00 Judicial Education Fund (JEF) \$0.00 Court does not retain funds for JEF Peace Officer Standards and Training \$60.00 (POST) Commission surcharge Crime Victims Compensation (CVC) Fund surcharge - Paid to \$427.80 State

\$3.33

\$120.00

\$240.00

\$120.00

\$0.00

\$0.00

\$0.00

\$2,175.13

Crime Victims Compensation (CVC) Fund

Law Enforcement Training (LET) Fund

Domestic Violence Shelter surcharge

Inmate Prisoner Detainee Security Fund

Parking ticket revenue (including penalties)

Bond forfeitures (paid to city) - Other

Total Other Revenue

surcharge - Paid to City/Other

surcharge

surcharge Restitution A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2022-2023 WEEKS ENDING FEBRUARY 10TH AND FEBRUARY 17TH IN THE AMOUNT OF \$940,884.90.

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 \$940,884.90 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 21st day of February 2023.

	Mayor Kathleen L. Rose
ATTEST:	
Robin Kincaid, City Clerk	



RIVERSIDE\COMPADMIN

Expense Approval Report

By Purchased From Vendor

Post Dates 2/13/2023 - 2/22/2023

Purchased From Vendor: ALLC OPY PRODUCTS, INC	Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount						
Purchased From Vendor: ALL COPY PRODUCTS, INC Total Purchased From Vendor: ALL COPY PRODUCTS, INC Total ALL PUS NOLDINGS AND INVEST. ALL INVS NOLDINGS AND INVESTMENTS, ILC ALL PUS NOLDINGS AND INVEST. ALL INVS NOLDINGS AND INVESTMENTS, ILC Total ALL PUS NOLDINGS AND INVESTMENTS, ILC TOT	Purchased From Vendor: ALL	COPY PRODUCTS, INC										
Purchased From Vendor: ALLEN'S HOLDINGS AND INVEST. WEN SHOLDINGS AND INVES 0/21/2023 HORIZONS WELL	ALL COPY PRODUCTS, INC	ALL COPY PRODUCTS, INC	02/21/2023	COPIER OVERAGE/ COURT 09,	/1 10-216-000-40000	629.75						
HORIZONS WILL 2-1025-000-53000 8,885.00				Purchased From Vend	lor ALL COPY PRODUCTS, INC Total:	629.75						
Purchased From Vendor: AMINO BROTHERS CO, INC	Purchased From Vendor: ALL	EN'S HOLDINGS AND INVESTMENTS	S, LLC									
Purchased From Vendor: AMINO BROTHERS CO, INC AMINO BROTHERS CO, I	ALLEN'S HOLDINGS AND INVE	S ALLEN'S HOLDINGS AND INVES.	02/21/2023	HORIZONS WELL	21-025-000-53000	8,895.00						
MINO BROTHERS CO, INC MINO BROTHERS CO, INC 02/21/2023 40TH STRETT PROJECT 21-080-000-5300 296,210.45				Purchased From Vendor ALLEN'S HOLDI	NGS AND INVESTMENTS, LLC Total:	8,895.00						
Purchased From Vendor: BOARD OF POLICE COMMISSIONES Purchased From Vendor: BOARD OF POLICE COMMISSIONES Purchased From Vendor: COMMISSIONES COMMENCO, INC COMENCO, INC COMMENCO, INC	Purchased From Vendor: AM	NO BROTHERS CO., INC										
BOARD OF POLICE COMMISSIONES DARBO OF POLICE COMMISSIONES DAZI 1/2023 LABORATORY EXAM/ DIA SAM 10-221-000-45151 1,480.00	AMINO BROTHERS CO., INC	AMINO BROTHERS CO., INC	02/21/2023	40TH STREET PROJECT	21-080-000-53000	296,210.45						
1.480.00 POLICE COMMISSIO BOARD OF POLICE COMMISSION. 50 1.480.00				Purchased From Vendo	r AMINO BROTHERS CO., INC Total:	296,210.45						
Purchased From Vendor: COMMENCO, INC	Purchased From Vendor: BOA	ARD OF POLICE COMMISSIONERS										
Purchased From Vendor: COMMENCO, INC	BOARD OF POLICE COMMISSION	O BOARD OF POLICE COMMISSIO	02/21/2023	LABORATORY EXAM/ DNA SAI	M 10-221-000-44514	1,480.00						
COMMENCO, INC				Purchased From Vendor BOARD	OF POLICE COMMISSIONERS Total:	1,480.00						
COMMENCO, INC COMMENCO, I	Purchased From Vendor: CON	MMENCO, INC										
Purchased From Vendor: COMPLETE OFFICE SOLUTIONS INCOMPLETE OFFICE SOLUTIONS INCOMP	COMMENCO, INC	COMMENCO, INC	02/21/2023	PROGRAMMING TEMPLATE N	1 10-223-000-40000	210.00						
Purchased From Vendor: COMPLETE OFFICE SOLUTIONS :	COMMENCO, INC	COMMENCO, INC	02/21/2023		_							
POSTBASE 65 INK-PIC40 -17,0000.:10-112-000-51500 159.00				Purchased Fro	om Vendor COMMENCO, INC Total:	345.00						
Purchased From Vendor: CRAMER MARKETING CRAMER MARKETING Total: 83.09	Purchased From Vendor: CON	APLETE OFFICE SOLUTIONS INC										
Purchased From Vendor: CRAWER MARKETING 02/21/2023 TAX FORMS (W2'S, 1099'S, ENV 10-112-000-32000 83.09	COMPLETE OFFICE SOLUTION	S COMPLETE OFFICE SOLUTIONS	02/21/2023	POSTBASE 65 INK-PIC40 -17,0	0010-112-000-51500	159.00						
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Purchased From Vendor: CRAMER MARKETING Total Purchased From Vendor: CRAMER DELIMBERS LLC 02/21/2023 635 CLEARING 2-102-5000-53000 1,950.00 Purchased From Vendor: CRAWFORD CLIMBERS LLC 02/21/2023 635 CLEARING 2-102-5000-53000 1,950.00 Purchased From Vendor: CRAWFORD CLIMBERS LLC Total: 0,950.00 Purchased From Vendor: CRAWFORD CLIMBERS LLC Total: 0,950.00 Purchased From Vendor: CROSSLAND CONSTRUCTION COMPANY, INC CROSSLAND CONSTRUCTION COMPANY, INC Cross 0,950.00 Purchased From Vendor: CROSSLAND CONSTRUCTION COMPANY, INC Cross 0,950.00 Purchased From Vendor: CROSSLAND CONSTRUCTION COMPANY, INC Cross 0,950.00 Purchased From Vendor: CROSSLAND CONSTRUCTION COMPANY, INC Cross 0,950.00 Purchased From Vendor: CROSSLAND CONSTRUCTION COMPANY, INC Cross 0,950.00 Purchased From Vendor: CROSSLAND CONSTRUCTION COMPANY, INC Cross 0,950.00 Purchased From Vendor: CROSSLAND CONSTRUCTION COMPANY, INC Cross 0,950.00 Purchased From Vendor: CROSSLAND CONSTRUCTION COMPANY, INC Cross 0,950.00 Purchased From Vendor: CROSSLAND CONSTRUCTION COMPANY, INC Cross 0,950.00 Purchased From Vendor: CROSSLAND CONSTRUCTION CROSSLAND CROSSLAND CONSTRUCTION CROSSLAND CROSSL	Purchased From Vendor: CRA	MER MARKETING										
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KENTON BROTHERS SYSTEMS F KENTON BROTHERS SYSTEMS F 02/21/2023 MAINTENANCE - TROUBLESHO 10-224-000-40709 205.00				ruiciiaseu Fiolii	vendor R & O STAIFING, INC TOTAL	333.00						
				MAINITENANCE TROUBLECUE	2 10 224 000 40700	205.00						
100.00 WARRED STSTEMS 1 RENTON SHOTTLENS STSTEMS 1 02/21/2025 WARRED FRANCE - OF DATED CA 10-224-000-40705												
			52,21,2025	WARTENANCE OF DATED CA	13 224 330 40703	100.00						

2/16/2023 1:49:51 PM Page 1 of 5

Post Dates: 2/13/2023 - 2/22/2023

Manife Purchased From Vendor Purchased From Vendor Purchased From Vendor REVITON 800THESS SYSTEMS 0,71/2003 MAINTENNENCE - SIGNO 1000 1,022 - 000 - 0,000 1,	Expense Approval Report			Post Dates: 2/13/202	3 - 2/22/2023
Purchased From Vendor: IXP PIESO POLYCRAPH SERVICES PRESO POLYCRAPH SERVICES Purchased From Vendor: IXP PIESO POLYCRAPH SERVICES TO 12 00 0 2770 148 37 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Vendor Name	Purchased From Vendor	Post Date	Description (Item) Account Number	Amount
Purchased From Vendor: IXP MESO POLYGRAPH SERVICES	KENTON BROTHERS SYSTEMS F.	KENTON BROTHERS SYSTEMS F.	. 02/21/2023	MAINTENANCE - DS160 DOOR 10-224-000-40709	405.00
Per Per				Purchased From Vendor KENTON BROTHERS SYSTEMS FOR SECURITY Total:	710.00
Per Per	Purchased From Vendor: KIP K	ESO POLYGRAPH SERVICES			
Purchased From Vendor: LAUDAMAK NEWSPAPER, THE LANDAMAK NEWSPAPER, THE C0721/2002 2022 STATEMENT OF RECEIPTS - L0-112-000-32700 57.81 7.90 7.9			02/21/2023	PRE-EMPLOYMENT EXAMINATI 10-115-000-21300	450.00
LANDMARK NEWSPAPER, THE LANDMARK NEWSPAPER, THE ADMARK NEWSPAPER, THE CANDMARK NEWSPAPER, THE TOTAL CO.6.14				Purchased From Vendor KIP KIESO POLYGRAPH SERVICES Total:	450.00
ADVERTISEMENT FOR BIDS ALL 10.112-000-327700 20.614	Purchased From Vendor: LAND	MARK NEWSPAPER, THE			
Purchased From Vendor: LIBRANDS RIVERSIDE AUTO LEBRANDS RIVERSIDE AUTO CIRRADS RIVERSIDE AUTO CIRRADS RIVERSIDE AUTO LEBRANDS RIVERSIDE AUTO LEBRANDS RIVERSIDE AUTO CIRRADS RIVERSIDE AUTO CI	LANDMARK NEWSPAPER, THE	LANDMARK NEWSPAPER, THE	02/21/2023	2022 STATEMENT OF RECEIPTS 10-112-000-32700	148.33
Purchased From Vendor: LIGHANDS RIVERSIDE AUTO LEBRANDS RIVERSIDE	LANDMARK NEWSPAPER, THE	LANDMARK NEWSPAPER, THE	02/21/2023	ADVERTISEMENT FOR BIDS/ AU 10-112-000-32700	57.81
EBRANDS RIVERSIDE AUTO				Purchased From Vendor LANDMARK NEWSPAPER, THE Total:	206.14
EIBRANDS RIVERSIDE AUTO EIBRANDS RIVERSIDE AUTO C2/12/2023 VPHICLE # 10.00 AMINITO OLE # 1.00 AMINIT	Purchased From Vendor: LEIBR	ANDS RIVERSIDE AUTO			
EIBRANDS RIVERSIDE AUTO EIBRANDS RIVERSI	LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	02/21/2023	VEHICLE # 91 MAINT/ BATTERY 10-221-000-41000	309.50
EIBRANDS RIVERSIDE AUTO EIBRANDS RIVERSIDE AUTO 02/21/2023 VEHICLE PI AMIAITY Tel. 12.21.000.41.000 1.31.05.6 1.	LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	02/21/2023	VEHICLE # 114 MAINT/ MOUNT10-221-000-41000	135.80
Figural Note Figu	LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	02/21/2023	VEHICLE # 102 MAINT/ OIL & FI 10-221-000-41000	91.90
Purchased From Vendor: LIGEOU UP, LIC LIGGOU UP, LIC LIGGOU UP, LIC D2/1/2023 POLICE APPAREL - PATCHES/Rs		LEIBRANDS RIVERSIDE AUTO		·	
Police Apparel - PATCHES/BA10-221-000-56000 25.00.00	LEIBRANDS RIVERSIDE AUTO	LEIBRANDS RIVERSIDE AUTO	02/21/2023		
DOGO U UP, LLC DOGO U UP, LLC DOZI/12023 POLICE APPAREL -PATCHES/BAL_ 10-212-000-58000 25.00 Purchased From Vendor LOGO U UP, LLC TO CONTROL SAMMORED US, LLC DOMIS ARMORED US, LLC TO CONTROL SAMMORED				Purchased From Vendor LEIBRANDS RIVERSIDE AUTO Total:	1,863.71
Purchased From Vendor: LOOMIS ARMORED US, LLC 0.0/21/2023 COURIER SERVICE/ FEBRUARY 210-112-000-43800 16.58 a	Purchased From Vendor: LOGO	U UP, LLC			
Purchased From Vendor: LOOMIS ARMORED US, LLC COZI C	LOGO U UP, LLC	LOGO U UP, LLC	02/21/2023		
COURIS ARMORED US, LIC COMIS ARMORED US, LIC CO2/1/2023 COURIER SERVICE/ FEBRUARY 2.10-112.000-13800 156.84 Purchased From Vendor LOOMIS ARMORED US, LIC Totals 165.84 Purchased From Vendor LOOMIS ARMORED US, LIC Totals 165.84 Purchased From Vendor LOOMIS ARMORED US, LIC Totals 165.84 Purchased From Vendor LOOMIS ARMORED US, LIC Totals 165.84 Purchased From Vendor LOOMIS ARMORED US, LIC Totals 165.84 Purchased From Vendor LOOMIS ARMORED US, LIC TOTAL 160.91				Purchased From Vendor LOGO U UP, LLC Total:	250.00
Purchased From Vendor: MCCLURE ENGINEERING MCCLURE ENGINEERING 02/21/2023 FLOOD BENCHING AT GATEWO 10-332-000-20700 37.00	Purchased From Vendor: LOON	•			
MCCLURE ENGINEERING MCCLURE ENGINEERING O2/21/2023 FLOOD BENCHING AT GATEWO 10-332-000-20700 370.00 4,627.50 MCCLURE ENGINEERING MCCLURE ENGINEERING 02/21/2023 LUINE CREEK TRAIL CONNECTOR/ 21-081-000-50000 4,627.50 Purchased From Vendor: MISSOURI AMERICAN WATER CONISSOURI AMERICAN WATER CONISSOURI AMERICAN WATER CONISSOURI AMERICAN WATER 02/21/2023 210015953323 -2901 NW VIVIL 10-336-109-25400 9.88 MISSOURI AMERICAN WATER 02/21/2023 210015953323 -2901 NW VIVIL 10-336-109-25400 9.88 MISSOURI AMERICAN WATER 02/21/2023 210015953323 -2901 NW VIVIL 10-336-109-25400 9.88 MISSOURI AMERICAN WATER 02/21/2023 210015953323 -2901 NW VIVIL 10-336-109-25400 9.88 MISSOURI AMERICAN WATER 02/21/2023 210015953323 -2901 NW VIVIL 10-336-109-25400 9.88 MISSOURI AMERICAN WATER 02/21/2023 21001045575-2805 NW VIVIL 10-336-111-25400 9.88 MISSOURI AMERICAN WATER 02/21/2023 2100104575-2805 NW VIVIL 10-336-111-25400 9.88 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210010504726- RIVIERWAY/PL 10-336-112-25400 44.20 MISSOURI AMERICAN WATER 02/21/2023 210010504726- RIVIERWAY/PL 10-336-112-25400 44.20 MISSOURI AMERICAN WATER 02/21/2023 210010509028- W PLATIFYAL 10-336-113-25400 44.20 MISSOURI AMERICAN WATER 02/21/2023 210010509028- W PLATIFYAL 10-336-113-25400 44.20 MISSOURI AMERICAN WATER 02/21/2023 210010509028- W PLATIFYAL 10-336-113-25400 44.20 MISSOURI AMERICAN WATER 02/21/2023 210010509028- W PLATIFYAL 10-336-113-25400 44.20 MISSOURI AMERICAN WATER 02/21/2023 210010509028- W PLATIFYAL 10-336-113-25400 44.20 MISSOURI AMERICAN WATER 02/21/2023 210010509038- VPLATIFYAL 10-336-113-25400 45.20 MISSOURI AMERICAN WATER 02/21/2023 210010509038- VPLATIFYAL 10-337-103-25400 45.20 MISSOURI AMERICAN WATER 02/21/2023 210010509038- 4200 RIVERSID 10-337-103-25400 45.60 MISSOURI AMERICAN WATER 02/21/2023 210010509038- 4200 RIVERSID 10-337-103-25400 45.60 MISSOURI AMERICAN WATER 02/21/2023 21001050903- 2990 NW VIVIL 10	LOOMIS ARMORED US, LLC	LOOMIS ARMORED US, LLC	02/21/2023		
MCCLURE ENGINEERING MCCLURE ENGINEERING 0/21/2023 FLOOD BENCHING AT GATEWO				Purchased From Vendor LOOMIS ARMORED US, LLC Total:	165.84
MCCLURE ENGINEERING MCCLURE ENGINEERING 0/2/1/2023 LINE CREEK TRAIL CONNECTOR	Purchased From Vendor: MCCL	URE ENGINEERING			
Purchased From Vendor: MISSOURI AMERICAN WATER CO Purchased From Vendor: MISSOURI AMERICAN WATER CO Valuation of MISSOURI AMERICAN WATER CO Valuation of MISSOURI AMERICAN WATER CO 02/21/2023 210015884915 - 1001 NW ARG. 10-336-107-25400 133.7.9 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015953323 - 2901 NW VIVI 10-336-108-25400 9.89 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 21001594552-24820 HOMEST 10-336-112-25400 9.89 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 2100110690719-777 ARGOSY 10-336-112-25400 9.89 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210012068028-W PIATTE/VAL 10-336-112-25400 9.80 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210012068028-W PIATTE/VAL 10-336-112-25400 44.20 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 21001268028-W PIATTE/VAL 10-336-112-25400 44.20 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 21001268028-W PIATTE/VAL 10-336-112-25400 44.20 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 21001265928-290 NW VIVI 10-337-102-25400 65.60 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER		MCCLURE ENGINEERING			
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MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015953323 - 2901 NW VIVI 10-336-108-25400 9.88 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015748552 - 4820 HOMEST 10-336-109-25400 9.88 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 21001504726 - RIVERWAY/PL 10-336-112-25400 9.89 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 21001504726 - RIVERWAY/PL 10-336-112-25400 44.20 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015089028 - W PLATTE/VALL 10-336-112-25400 44.20 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 21001698028 - W PLATTE/VALL 10-336-112-25400 44.20 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 21001699199 - 777 ARAGOSY 10-336-113-25400 44.20 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 21001698027 - 4301 B TULLIS 10-336-113-25400 44.20 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 220030262177 - 2992 NW VIVI 10-336-113-25400 167-89 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015746389 - 4200 RIVERSID 10-337-101-25400 76-66 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 2100157462804 - 2950 NW VIVI 10-337-103-25400 131-64 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015746204 - 2950 NW VIVI 10-337-103-25400 8.31-6 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015746204 - 2950 NW VIVI 10-337-103-25400 56-82 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015746274-498 HIGH DR. 10-337-103-25400 56-82 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015746471 - 4498 HIGH DR. 10-337-103-25400 56-82 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015746471 - 4498 HIGH DR. 10-337-103-25400 56-82 MISSOURI AMERICAN WATER MISSOURI AMERICAN WATER 02/21/2023 210015746471 - 4498 HIGH DR. 10-337-103					
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MOTOROLA SOLUTIONS, INC MOTOROLA SOLUTIONS, INC 02/21/2023 Motorola Consolettes 30-221-000-65000 23,280.27				Purchased From Vendor MISSOURI STATE HIGHWAY PATROL Total:	133.00
	Purchased From Vendor: MOTO	OROLA SOLUTIONS, INC			
Purchased From Vendor MOTOROLA SOLUTIONS, INC Total: 23,280.27	MOTOROLA SOLUTIONS, INC	MOTOROLA SOLUTIONS, INC	02/21/2023	Motorola Consolettes 30-221-000-65000	23,280.27
				Purchased From Vendor MOTOROLA SOLUTIONS, INC Total:	23,280.27

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Expense Approval Report				Post Dates: 2/13/20)23 - 2/22/2023
Vendor Name	Purchased From Vendor	Post Date	Description (Item)	Account Number	Amount
Purchased From Vendor: NAT	TIONAL EMERGENCY NUMBER AS	soc			
NATIONAL EMERGENCY NUM	B NATIONAL EMERGENCY NUM	B 02/21/2023	TELECOMMUNICATOR COUP	RSE10-223-000-36400	299.00
			Purchased From Vendor NATIONAL	EMERGENCY NUMBER ASSOC Total:	299.00
Purchased From Vendor: P1 S	SERVICE. LLC				
P1 SERVICE, LLC	P1 SERVICE, LLC	02/21/2023	CITY HALL - AIRFLOW ISSUES	ON10-337-102-41500	248.00
P1 SERVICE, LLC	P1 SERVICE, LLC	02/21/2023	CITY HALL - CK PROGRAMMI		728.00
P1 SERVICE, LLC	P1 SERVICE, LLC	02/21/2023	CITY HALL - ADD BOXES TO V	'AV 10-337-102-41500	3,391.06
			Purchased	From Vendor P1 SERVICE, LLC Total:	4,367.06
Purchased From Vendor: PAT	FK & ASSOCIATES LLC				
PATEK & ASSOCIATES LLC	PATEK & ASSOCIATES LLC	02/21/2023	CONSULTING SERVICES - FEB	RU 10-112-000-21300	3,500.00
		,,		ndor PATEK & ASSOCIATES LLC Total:	3,500.00
Purchased From Vendor: RIVI	EDSIDE CITY OF				•
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	10-221-000-34500	48.00
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	10-221-000-54500	60.00
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	10-224-000-50500	6.00
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	10-112-000-34500	15.00
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	10-112-000-50500	96.76
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	10-331-000-51600	38.80
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	10-341-100-44400	85.41
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	10-341-100-44522	10.00
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	10-819-000-44503	20.00
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	10-819-000-44503	20.00
RIVERSIDE, CITY OF	RIVERSIDE, CITY OF	02/13/2023	REIMBURSE PETTY CASH	21-072-000-52000	52.00
= =, = =.	<u></u>	,,		om Vendor RIVERSIDE, CITY OF Total:	451.97
Purchased From Vendor: SELI	EV EC INC			, , , , , , , , , , , , , , , , , , , ,	
SELEX ES, INC.	SELEX ES, INC.	02/21/2023	SUPPORT & 1YR HARDWARE	W 10 221 000 40000	3,690.00
SELEX ES, INC.	SELEX ES, INC.	02/21/2025		ed From Vendor SELEX ES, INC. Total:	3,690.00
			Pulchase	ed From Vendor SELEX ES, INC. Total:	3,090.00
Purchased From Vendor: SLA	•				
SLAUGHTER, RICHARD CRAIG	SLAUGHTER, RICHARD CRAIG	02/21/2023	PLANET FITNESS MEMBERSH	- ·	64.94
			Purchased From Vendor	SLAUGHTER, RICHARD CRAIG Total:	64.94
Purchased From Vendor: SMI	TH, DANIEL				
SMITH, DANIEL	SMITH, DANIEL	02/21/2023	BAND/SENIOR DANCE ON 02	./2 10-341-100-44522 _	500.00
			Purchased	from Vendor SMITH, DANIEL Total:	500.00
Purchased From Vendor: SNY	DER & ASSOCIATES				
SNYDER & ASSOCIATES	SNYDER & ASSOCIATES	02/21/2023	JUMPING BRANCH TRAIL EAS	SE 10-332-000-20700	750.00
			Purchased From V	/endor SNYDER & ASSOCIATES Total:	750.00
Purchased From Vendor: TYL	ER TECHNOLOGIES. INC				
TYLER TECHNOLOGIES, INC	TYLER TECHNOLOGIES, INC	02/21/2023	MUNICIPAL JUSTICE ANNUA	L F 10-216-000-40700	2,000.00
TYLER TECHNOLOGIES, INC	TYLER TECHNOLOGIES, INC	02/21/2023	BUSINESS LICENSE MAINTEN		412.30
TYLER TECHNOLOGIES, INC	TYLER TECHNOLOGIES, INC	02/21/2023	MAINTENANCE/ CAD, DISPAT	CH 10-224-000-40704	36,313.06
			Purchased From Vend	dor TYLER TECHNOLOGIES, INC Total:	38,725.36
Purchased From Vendor: WEX	X BANK				
WEX BANK	WEX BANK	02/21/2023	FUEL PURCHASED - ADMINIS	TR 10-112-000-54100	110.61
WEX BANK	WEX BANK	02/21/2023	FUEL PURCHASED - POLICE	10-224-000-54100	5,506.33
WEX BANK	WEX BANK	02/21/2023	FUEL PURCHASED - FIRE DEP		1,741.84
WEX BANK	WEX BANK	02/21/2023	FUEL PURCHASED - PUBLIC V		994.43
WEX BANK	WEX BANK	02/21/2023	FUEL PURCHASED - ENGINEE		145.14
WEX BANK	WEX BANK	02/21/2023	FUEL PURCHASED - COMMU		452.40
				ased From Vendor WEX BANK Total:	8,950.75
Purchased From Vendor: YM0	CA OF GREATER KANSAS CITY				
	ITY YMCA OF GREATER KANSAS CI	ITY 02/21/2023	REIMB CITY'S SHARE/ EMPLO	OYF 10-115-000-21301	409.50
	ITY YMCA OF GREATER KANSAS C		REIMB CITY'S SHARE / RESID		21,927.75
	ITY YMCA OF GREATER KANSAS C		SUPPORT FEE	10-341-000-22801	3,313.33
		,,			-,515.55

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Purchased From Vendor YMCA OF GREATER KANSAS CITY Total:

25,650.58 940,884.90

Grand Total:

A RESOLUTION APPROVING LAW ENFORCEMENT REPORTED RELATED AGREEMENTS WITH LEXISNEXIS COPLOGIC SOLUTIONS INC.

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

THAT the Board of Aldermen hereby approves the Law Enforcement Agreement, Order No. 1 (ecommerce services), and Order No. 2 (report request) with LexisNexis Coplogic Solutions Inc., 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, Police Chief, 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 Missouri, the	AND ADOPT day of	-	ne Board 2023.	of Ald	dermen	of the	City	of	Riverside,
, <u> </u>	_ ,								
			$\frac{1}{N}$	lavor K	athleen	L. Rose			
ATTEST:			14	idy of Te	utmeen	L. Rose			
TTTLST.									
Robin Kincaid, Ci	ty Clerk								



LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated _______, 20______ ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and City of Riverside, Missouri, with its principal place of operations at 2990 NW Vivion Road, Riverside, Missouri 64150 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency's obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

- 2.1. <u>License Grant and License Restrictions</u>. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:
 - (a) Agency shall not access or use Services from outside the United States without Provider's prior written approval;
 - (b) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - (c) Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
 - (d) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - (e) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - (f) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
 - (g) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
 - (h) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.
- 2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined

below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3. <u>Violation of License Terms and / or Restrictions</u>. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at a mutually agreed to the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

Commented [WH(1]: To Agency - we understand that for the services you are currently using there will not be a need for on site support but would like to keep this in case you start using other services, noting that you have to request on site and also we have agreed to discuss the rate and not a set rate as originally in the document.

- 4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("Dispute Notice"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.
- 4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("Command Center") administration portal and/or its successor.
 - **4.2.1.** No Agency Fee will be paid with respect to the following:
 - (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - **(b)** When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or
 - (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
 - (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. CONTRIBUTION/DISTRIBUTION.

- 5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("Participating Agencies") accessing certain of the Services. Agency further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.
- **5.2.** For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this

Commented [AD(H2]: LN Contract Team- The agency would like all 'Confidential' removed from footers on all documents

Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1. <u>Term</u>. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

- 6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- **6.2.2.** Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
- **6.2.3.** Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.
- 6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. <u>Driver's Privacy Protection Act</u>. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("DMV Data") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("DPPA"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- **7.3.** Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R.

- Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- **7.6.** Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. <u>Definition</u>. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. <u>Treatment of Confidential Information</u>. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its <u>contractual</u> obligations easy permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.4. Compelled Disclosure. Notwithstanding any provision contained herein to the contrary, if City or Provider is legally compelled (whether by the Sunshine Law, deposition, interrogatory, request for documents, subpoena, civil investigation, court order, demand or similar process) to disclose any public records containing the Other Party's Confidential Information, the City or Provider will use reasonable efforts to notify the other party of such requirement so that the other party may seek a protective order or other appropriate remedy. Failing the entry of a protective order, the City or Provider may disclose, without liability hereunder, responsive records containing the requested Confidential Information that the City or Provider is legally compelled to disclose.

Commented [WH(3]: To Agency - This was deleted in its entirety; however, I believe the Agreement was the concern so have deleted.

Commented [AD(H4]: LexisNexis Contract Team- If the agency wishes to remove the Confidential Information definition, how do we then handle this new 8.1, Treatment of CI. when the original definition is deleted?

Commented [TN(A5R4]: Since the agency has an issue with the agreement being considered confidential information we made a deletion in 8.1 to "terms of the Agreement."

Commented [WH(6]:

Commented [TN(A7R6]: Please see revision to make mutual as LN may be compelled to disclose records as well.

Commented [AD(H8]: Language provided by the agency to replace Exception for Subpoenas and Court Orders

Commented [TN(A9R8]: See revision.

8.5.

- 8.5.8.6. <u>Duration</u>. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6.8.7. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.
- 8.7-8.8. <u>Injunctive Relief.</u> In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ret (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION.

To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "Indemnified Parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the Indemnifying Party, its affiliates, or the officers, agents or employees

Commented [AD(H10]: LN Contract Team-The agency does not want to be obligated to serve as a reference or within LN marketing. The section does currently specify, 'subject to approval by Agency' but they would prefer it removed.

Commented [WH(11R10]: Ok - will remove in next draft so that we can monitor changes

of such Party (the "Indemnifying Parties"); (ii) the gross negligence or willful misconduct of the Indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

- 16.1. Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.
- **16.2.** <u>Independent Contractor/No Agency</u>. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party
- **16.3.** <u>Assignment</u>. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.
- **16.4.** Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 16.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6. Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.
- **16.7.** Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 16.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.
- **16.9.** Governing Law. The Agreement will be governed by and construed under the laws of the State of Missouri excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: City of Riverside, Missouri	Provider: LexisNexis Coplogic Solutions Inc.
Signature:	Signature:
Print Name:	Print Name: William S. Madison
Title:	Title: <u>Executive Vice President</u>
Date:	Date:

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

- 1. <u>Data Protection</u>. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
- 2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
- 3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:
 - (a) provide immediate written notice to:
 - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - (ii) via email to (security.investigations@lexisnexis.com); or
 - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
 - (b) promptly investigate the situation; and
 - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (d) if required by law, or in Provider' discretion, Agency shall:
 - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.



Order No. 1 eCommerce Services

This Order No. 1 ("Order") is entered into this	day of	, 20 ("(Order Effective Date")
between City of Riverside, Missouri ("Agency") and Lexis	Nexis Coplogic Solutions Inc. ("	Provider") and su	bject to the terms and
conditions of the Law Enforcement Agreement effective	e, 20_	("Agreement") between the Parties.

- 1. TERMS AND CONDITIONS. All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
- 2. DESCRIPTION OF SERVICES. Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports via Provider's eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.
- 3. SCOPE OF SERVICES. Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:
 - 3.1 Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports.
 - 3.2 Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
 - 3.3 Provide Report distribution services as set forth in Section 5 of the Agreement.
 - 3.4 Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.
 - 3.5 Notwithstanding Section 2.1(g) of the Agreement, Agency may provide access to Agency's reports and information through command center to government employees with a need to know such information
 - 3.6 Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency's Reports by Participating Agencies and, in return, shall receive access to Participating Agencies' Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
 - 3.7 As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("DMV Data") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

	1.	No permissible use.
	2.	Use by a government agency, but only in carrying out its functions.

11	Other Services:		

- 4. TERM AND TERMINATION. This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.
- 5. FEES. Pursuant to Section 4 of the Agreement, the Agency Fee is Five Dollars and 00/100 (\$5.00). There shall be no fee to Agency for the Services.
 - **5.1.** For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
 - a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
 - c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
 - d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: City of Riverside, Missouri	Provider: LexisNexis Coplogic Solutions Inc.
Signature:	Signature:
Printed Name:	Printed Name: William S. Madison
Title:	Title: Executive Vice President
Date:	Date:

Commented [AD(H1]: Note to Riverside- You asked about the 36 month term. Both products that you have are free, no cost solutions. You can cancel at any time without any financial penalty. They are free. Not sure a shorter initial term has any effect???



Order No. 2 LexisNexis® Request a Report

This Order No. 2 ("Order") is entered into this	day of	, 20	("Order Effective Date")
between City of Riverside, Missouri ("Agency") and Lexis	sNexis Coplogic Solutions In	c. (" Provider ") and	subject to the terms and
conditions of the Law Enforcement Agreement effective _	, 20	_ (" Agreement ") b	etween the Parties.

- 1. TERMS AND CONDITIONS. All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement. Agency expressly agrees that no social security numbers will be provided in any Reports made available through the Services.
- 2. DESCRIPTION OF SERVICES. Provider, as part of its business has developed and makes available to law enforcement entities a solution called LexisNexis® Request a Report which is a web based solution that allows parties to request a Report from law enforcement, and permits law enforcement agencies to review, accept, reject, and distribute Reports to the requestor online via Provider's eCommerce portal(s), LexisNexis® Police Reports.com, or its successor(s). In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's Reports online. Agency retains the rights to fulfill requests for a Reports made in person (including mail) at Agency's facilities.
- 3. SCOPE OF SERVICES. Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:
 - **3.1.** Provide public facing online portal for requests of Agency designated Reports.
 - 3.2. Provide online collection and distribution of information from Report requestors to Agency.
 - 3.3. Provide Agency online portal and request workflow management that enables designated Agency users the ability to approve, follow-up, reject, or require counter pickup for each Report requested through the Services.
 - 3.4. Online administration portal to view Reports, generate analytics, and obtain accounting information related to Agency's Reports.
 - **3.5.** Collection of designated Agency Fee from Authorized Requestors and payment of such fee to Agency in accordance with Section 5 below.
 - 3.6. Provide Report distribution services as set forth in Section 5 of the Agreement.
- 4. TERM AND TERMINATION. This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.
- 5. FEES. Pursuant to the provisions of Section 4 of the Agreement, Agency, in its discretion, shall determine the appropriate Agency Fee for Report type in the Request a Report application. Agency may also permit Agency users to modify the Agency Fees for individual Report requests. There shall be no fee to Agency for the Services.
 - **5.1.** For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
 - a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor

Commented [AD(H1]: Note to Riverside- You asked about the 36 month term. Both products that you have are free, no cost solutions. You can cancel at any time without any financial penalty. They are free. Not sure a shorter initial term has any effect???

or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: City of Riverside, Missouri	Provider: LexisNexis Coplogic Solutions Inc.
Signature:	Signature:
Printed Name:	Printed Name: William S. Madison
Title:	Title: Executive Vice President
Date:	Date:

A RESOLUTION APPROVING PURCHASE AGREEMENTS WITH ESO SOLUTIONS, INC.

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

THAT the Board approves the attached purchase agreements with ESO Solutions, Inc. regarding the fire department's record management systems, in accordance with attached Quote-103357 and attached Quote-98488; and

FURTHER THAT the Mayor, the City Administrator, the Fire Chief, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this 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 ADO	PTED by	the	Board	of	Aldermen	of	the	City	of	Riverside,
Missouri, the	_ day of		2023.								
					_						
					M	Iayor Kathl	een	L. R	lose		
ATTEST:											
Robin Kincaid, Ci	tv Clerk										



Quote Date: 01/21/2023

Customer Name: City of Riverside, Missouri

Quote #: Q-103357

36 months

Quote Expiration date: 03/30/2023
ESO Account Manager: Jordan Johnson

CUSTOMER CONTACT

BILLING CONTACT

Phone

City of Riverside, Missouri 2990 NW Vivion Rd Customer City of Riverside, Missouri Payor Address Name Gordon Fowlston Name Gordon Fowlston Riverside MO, 64150 Email Email gfowlston@cityofriversidemo.co gfowlston@cityofriversidem Billing Frequency Annual o.com

816-741-1191

Special Terms and Notes:

816-741-1191

Notwithstanding anything to the contrary in this Quote, the General Terms and Conditions or any other agreement between the parties, the following shall apply:

Initial Term

a) Customer shall be invoiced for the ESO products in this Quote. Customer acknowledges that Customer's existing Emergency Reporting (Backdraft OpCo LLC) agreement will continue to govern Customer's active Emergency Reporting services and Customer will continue to pay for such services until Customer affirmatively transitions to corresponding ESO services, or terminates Emergency Reporting services, or until such services are discontinued by ESO; b) the products and services listed herein are provisioned on behalf of Customer by the City of Riverside.

Year 1

Phone

EHR				
Product	Price	Discount	Total	Fee Type
ESO EHR	\$4,990.00	(\$4,990.00)	\$0.00	Recurring
EHR CAD Integration	\$995.00	(\$995.00)	\$0.00	Recurring

Fire				
Product	Price	Discount	Total	Fee Type
Fire Incidents CAD Integration	\$1,495.00	(\$1,495.00)	\$0.00	Recurring
ESO Fire Incidents	\$1,295.00	(\$1,295.00)	\$0.00	Recurring
ESO Inspections	\$595.00	(\$595.00)	\$0.00	Recurring
ESO Properties	\$495.00	(\$495.00)	\$0.00	Recurring
ESO Hydrants	\$395.00	(\$395.00)	\$0.00	Recurring

Personnel Management				
Product	Price	Discount	Total	Fee Type
Personnel Management	\$1,495.00	(\$1,495.00)	\$0.00	Recurring

On Demand Learning				
Product	Price	Discount	Total	Fee Type
On Demand Learning	\$1,295.00	(\$1,295.00)	\$0.00	Recurring
EHR				



ESO Account Manager: Jordan Johnson

Customer Name: City of Riverside, Missouri

Quote #: Q-103357

Quote Expiration date: 03/30/2023

Product	Volume	Price	Discount	Total	Fee Type
EHR Setup & Online Training	1 Sessions	\$595.00	(\$595.00)	\$0.00	One-time
NEMSIS Data Import - one-time	1500 Incidents	\$2,995.00	(\$2,995.00)	\$0.00	One-time

Fire					
Product	Volume	Price	Discount	Total	Fee Type
Fire Setup & Online Training	1 Sessions	\$595.00	(\$595.00)	\$0.00	One-time
Fire Incidents NFIRS Data Import	1500 Incidents	\$2,995.00	(\$2,995.00)	\$0.00	One-time
Properties/Inspections Data Import	1 Stations	\$995.00	(\$995.00)	\$0.00	One-time

Personnel Management					
Product	Volume	Price	Discount	Total	Fee Type
Personnel Management Data Migration	31 Employees	\$200.00	(\$200.00)	\$0.00	One-time
	Total Recurring Fees		\$		13,050.00
	Total One-Time Fees		\$		8,375.00
	One-Time Discounts		\$		(8,375.00)
	Recurring Discounts		\$		(13,050.00)
	TOTAL FEES		\$		0.00

Year 2

EHR				
Product	Price	Discount	Total	Fee Type
ESO EHR	\$4,990.00	(\$2,495.00)	\$2,495.00	Recurring
EHR CAD Integration	\$995.00	(\$995.00)	\$0.00	Recurring

Fire				
Product	Price	Discount	Total	Fee Type
Fire Incidents CAD Integration	\$1,495.00	(\$747.50)	\$747.50	Recurring
ESO Fire Incidents	\$1,295.00	(\$647.50)	\$647.50	Recurring
ESO Inspections	\$595.00	(\$297.50)	\$297.50	Recurring
ESO Properties	\$495.00	(\$247.50)	\$247.50	Recurring
ESO Hydrants	\$395.00	(\$197.50)	\$197.50	Recurring

Personnel Management				
Product	Price	Discount	Total	Fee Type



Customer Name: City of Riverside, Missouri

Quote #: Q-103357

Quote Expiration date: 03/30/2023

ESO Account Manager: Jordan Johnson

Personnel Management \$1,495.00 (\$747.50) \$747.50 Recurring

On Demand Learning				
Product	Price	Discount	Total	Fee Type
On Demand Learning	\$1,295.00	(\$0.00)	\$1,295.00	Recurring
	Total Recurring Fees	\$		13,050.00
	Discounts	\$		(6,375.00)
	TOTAL FEES	\$		6,675.00
V 0				

Year 3

EHR				
Product	Price	Discount	Total	Fee Type
ESO EHR	\$4,990.00	(\$0.00)	\$4,990.00	Recurring
EHR CAD Integration	\$995.00	(\$995.00)	\$0.00	Recurring

Fire				
Product	Price	Discount	Total	Fee Type
Fire Incidents CAD Integration	\$1,495.00	(\$0.00)	\$1,495.00	Recurring
ESO Fire Incidents	\$1,295.00	(\$0.00)	\$1,295.00	Recurring
ESO Inspections	\$595.00	(\$0.00)	\$595.00	Recurring
ESO Properties	\$495.00	(\$0.00)	\$495.00	Recurring
ESO Hydrants	\$395.00	(\$0.00)	\$395.00	Recurring

Personnel Management				
Product	Price	Discount	Total	Fee Type
Personnel Management	\$1,495.00	(\$0.00)	\$1,495.00	Recurring

On Demand Learning				
Product	Price	Discount	Total	Fee Type
On Demand Learning	\$1,295.00	(\$0.00)	\$1,295.00	Recurring
	Total Recurring Fees	\$		13,050.00
	Discounts	\$		(995.00)
	TOTAL FEES	\$		12,055.00



Customer Name: City of Riverside, Missouri

Quote #: Q-103357

Quote Expiration date: 03/30/2023 ESO Account Manager: Jordan Johnson

For EHR, Fire, Personnel Management, On Demand Learning, the following payment terms apply: Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Customer Name: City of Riverside, Missouri

Quote #: Q-103357

Quote Expiration date: 03/30/2023 ESO Account Manager: Jordan Johnson

TERMS AND CONDITIONS:

City of Riverside Missouri

1. If the customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:

https://www.eso.com/legal-terms/

- 2. The Effective Date of this Quote shall be the date of Customer's signature.
- 3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.
- 4. Notwithstanding anything to the contrary in the Agreement, the Recurring Fees for Services ordered herein shall be calculated and payable annually as indicated by the applicable Subscription Year. Thereafter all Recurring Fees shall be subject to applicable increases as stated in the Agreement.
- 5. ESO reserves the right not to accept any Quote signed after the Quote Expiration Date.

orly or ravororacy micocarr
Signature:
Print Name:
Title:
Date:



Customer Name: City of Riverside, Missouri

Quote #: Q-103357

Quote Expiration date: 03/30/2023
ESO Account Manager: Jordan Johnson

EHR	
Product	Description
ESO EHR	Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.
EHR CAD Integration	Interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.
EHR Setup & Online Training	Webinar Training Session
NEMSIS Data Import - one-time	Import of legacy NEMSIS data from 3rd party vendor into ESO for reporting and record retrieval. Some limitations may apply.

Fire	
Product	Description
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
ESO Hydrants	Inventory and document testing and status of hydrants.
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Properties/Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.

Personnel Management	
Product	Description
Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.
Personnel Management Data Migration	Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.

On Demand Learning	Unlimited, online training for all ESO products.
Product	Description
On Demand Learning	



Customer Name: City of Riverside, Missouri

Quote #: Q-103357
Quote valid until: 03/30/2023
ESO Account Manager: Jordan Johnson

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO		npt Certificate with ement
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

<u>Please email the signed sales order to legal@eso.com and your sales representative.</u>



Quote Date: 12/05/2022

Customer Name: City of Riverside, Missouri

> Q-98488 Quote #:

> > \$950.00

Total

One-time

Fee Type

03/30/2023 Quote Expiration date: ESO Account Manager: Jordan Johnson

CUSTOMER CONTACT

Training and Implementation

BILLING CONTACT

Customer City of Riverside, Missouri City of Riverside, Missouri 2990 NW Vivion Rd Payor Address

Riverside MO, 64150 Name Gordon Fowlston Name Gordon Fowlston

Email gfowlston@cityofriversidemo.co Email gfowlston@cityofriverside Billing Frequency Annual

mo.com

1 Vehicles

Phone 816-741-1191 Phone 816-741-1191 **Initial Term** 12 months

Special Terms and Notes: Notwithstanding anything to the contrary in this Quote, the General Terms and Conditions or

any other agreement between the parties, the following shall apply: the products and services listed herein are provisioned on behalf of Customer by the City of Riverside.

Asset Management/Checklist \$1,395.00 Assets-Checklist Bundle 1 Vehicles Recurring Asset Management and Checklist -

Education Total

Current EMS1 and/or Fire Rescue1 31 Employees \$372.00 Recurring Integration

Scheduling \$1,195.00 ESO Scheduling 31 Employees Recurring ESO Scheduling - Setup & Online 1 Sessions \$595.00 One-time Training

Inventory

ESO Inventory - Fire/EMS Agencies \$1,295.00 1500 Incidents Recurring

EHR

Total **EHR Cardiac Monitor Integration** 1500 Incidents \$795.00 Recurring

Fire



Quote Date: 12/05/2022

Customer Name: City of Riverside, Missouri

Quote #: Q-98488

Quote Expiration date: 03/30/2023 ESO Account Manager: Jordan Johnson

Product	Volume		Total	Fee Type
ESO Activities - Fire and Fire/EMS Agencies	1 Stations		\$295.00	Recurring
IFC 2018 - National Codeset	1 Stations		\$495.00	One-time
		Total Recurring Fees	\$	5,347.00
		Total One-Time Fees	\$	2,040.00
		TOTAL FEES	\$	7,387.00



Quote Date: 12/05/2022

ESO Account Manager: Jordan Johnson

Customer Name: City of Riverside, Missouri

Quote #: Q-98488

Quote Expiration date: 03/30/2023

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise,** Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:

https://www.eso.com/legal-terms/

- 2. The Effective Date of this Quote shall be the date of Customer's signature.
- 3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.
- 4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

City of Riverside, Missouri

Signature:	
Print Name:	
Title:	
Date:	

For Asset Management/Checklist, EHR, Fire, Inventory, Scheduling, Education, the following payment terms apply:

Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 12/05/2022

Customer Name: City of Riverside, Missouri

Quote #: Q-98488

Quote Expiration date: 03/30/2023 ESO Account Manager: Jordan Johnson

Asset M	anagemei	nt/Checklist
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Product	Description
Assets-Checklist Bundle	Web-based asset management and apparatus checklist for Fire and EMS.
Asset Management and Checklist - Training and Implementation	Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre- recorded end user training.

EHR

FHR Cardiac Monitor Integration	Interface to integrate cardiac monitor data into FHR mobile and web applications. Includes ongoing maintenance and support
Product	Description

Fire

Product	Description
IFC 2018 - National Codeset	Complete set of IFC 2018 codes to be used within the Inspections application.
ESO Activities - Fire and Fire/EMS Agencies	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.

Inventory

Product	Description
ESO Inventory - Fire/EMS Agencies	Web-based inventory management software for Fire and EMS.

Scheduling

Colloddiii B	
Product	Description
ESO Scheduling	Online scheduling, messaging and detailed reporting.
ESO Scheduling - Setup & Online Training	Webinar Training Session.

Education

Product	Description
Current EMS1 and/or Fire Rescue1 Integration	ESO Integration of current EMS1 and FireRescue1 Customers.

A RESOLUTION AUTHORIZING THE PURCHASE OF FINANCIAL MANAGEMENT SOFTWARE SUBSCRIPTON SERVICES FROM DEBTBOOK.

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

THAT the Board approves the purchase of financial management software subscription services from DebtBook in accordance with its attached Quote dated December 14, 2022 pursuant to the National Cooperative Purchasing Alliance cooperative purchase program. The attached Order Form is approved, and the Mayor is authorized to sign on behalf of the City.

FURTHER THAT the Mayor, the City Administrator, the Finance Director, 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 Ald	ermen	of the	City	of	Riverside,
Missouri, the	day of	2023.							
				Mayo	or Kath	leen L.	Rose		
ATTEST:									
Robin Kincaid, Ci	ity Clerk								

ORDER FORM

RELATING TO A MASTER AGREEMENT WITH REGION 14 EDUCATION SERVICE CENTER

Fifth Asset, Inc., d/b/a DebtBook ("DebtBook") is pleased to provide City of Riverside, MO ("Customer") with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the "Master Agreement") between DebtBook and Region 14 Education Service Center ("Region 14 ESC"), on its own behalf and on behalf of other government agencies, and made available through the National Cooperative Purchasing Alliance ("NCPA"), as administrative agent under an Administration Agreement dated as of August 16, 2021 (the "Administration Agreement," and together with the Master Agreement, the "NCPA Agreements") between NCPA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the NCPA Agreements, this Order Form, including the price quote attached as Exhibit A and incorporated herein by this reference (the "DebtBook Quote"), and DebtBook's General Terms & Conditions (the "Terms & Conditions"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

By executing this Order Form, DebtBook and Customer agree to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms (collectively, the "Agreement"). The NCPA Agreements and the Agreement constitute the entire agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

Order Form Details					
Effective Date: 2/15/2023	Billing Frequency: Annually				
Initial Term End Date: 2/14/2024	Payment Terms: Net 30				
Initial Pricing Tier: 2	See the DebtBook Quote for more details				

<u>Services</u>. Subject to the terms described in this Order Form and the NCPA Agreements, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

<u>Fees</u>. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

DebtBook sets Fees using its standard pricing schedule for the Services in accordance with the NCPA Agreements and based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

<u>Implementation Services</u>. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an "Implementation Period"). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

<u>Billing</u>. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

<u>Renewal Term</u>. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

<u>Intellectual Property</u>. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

	By:		
Tyler Traudt	Name:	Erika Benitez	
CEO	Title:	Finance Director	
		Tyler Traudt Name:	Tyler Traudt Name: Erika Benitez

Notice Address

300 W. Summit Avenue, Suite 110 Charlotte, NC 28203 Attention: Chief Executive Officer tyler.traudt@debtbook.com

Notice Address

2950 NW Vivion Rd. Riverside, MO 64150 Attention: Erika Benitez ebenitez@riversidemo.gov

CITY OF RIVERSIDE, MO

Billing Contact

SAME AS ABOVE

Exhibit A DebtBook Quote

[See attached.]



City of Riverside, MO

Riverside, MO

2950 NW Vivion Rd. Riverside, MO 64150 Quote created: December 14, 2022
Quote expires: March 14, 2023
Quote created by: Jake McGlone
Account Executive
jake.mcglone@debtbook.com

Erika Benitez

ebenitez@riversidemo.gov +18167413993

Comments from Jake McGlone

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
23 White Glove Implementation Fee Tier 2 This covers the cost of our White Glove Implementation process for your organization.	23WGI2- 1	1	\$2,000.00	\$2,000.00
23 Subscription Fee Tier 2 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	23ST2-1	1	\$13,000.00	\$13,000.00

2023 Pricing Tiers

The below tiers represent DebtBook's 2023 Pricing Tiers.

TIER	DESCRIPTION	ANNUAL	White Glove Implementation	Guided Implementation
Tier 0	Up to 5	\$3,000	\$0	\$0
Tier 1	Up to 15 and \$50 million	\$8,000	\$0	\$0
Tier 2	Up to 75 or \$200 million	\$13,000	\$2,000	\$0
Tier 3	Up to 150 or \$1 billion	\$20,000	\$3,000	\$0
Tier 4	Up to 225 or \$2 billion	\$30,000	\$4,000	\$0
Tier 5	Up to 300 or \$5 billion	\$45,000	\$5,000	\$0
Tier 6	Up to 400 or \$7 billion	\$60,000	\$6,000	\$0
Tier 7	Up to 600 or \$8.5 billion	\$70,000	\$8,000	\$0
Tier 8	Up to 800 or \$10 billion	\$80,000	\$10,000	\$0

Questions? Contact me



Jake McGlone
Account Executive
jake.mcglone@debtbook.com

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "Terms & Conditions") which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

"Aggregated Statistics" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"Agreement" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"Application Obligations" means, collectively, Customer's debt, lease, and other financial obligations relevant to the Application Services.

"Application Services" means DebtBook's debt, lease, and financial obligation management and compliance software-as-a-service application.

"Appropriate Security Measures" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"Customer" means the person or entity purchasing the Services as identified in the Order Form.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"Customer Terms" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"DebtBook" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"DebtBook IP" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"Documentation" means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"Feedback" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"Governing State" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is <u>not</u> a Government Entity, "Governing State" means the State of North Carolina.

"Government Entity" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Services" means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

"Incorporated Documents" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"Initial Term" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

"Order Form" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

"Pricing Tier" means the Customer's applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

- (a) <u>Provision of Access</u>. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.
- (b) <u>Documentation License</u>. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.
- (c) <u>Customer Responsibilities</u>. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

- (d) <u>Use Restrictions</u>. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.
- (e) <u>Suspension</u>. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.
- (f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.
- 3. <u>Service Levels and Support</u>. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

- (a) Fees. Customer will pay DebtBook the fees ("Fees") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.
- (b) <u>Taxes</u>. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. <u>Confidential Information</u>.

(a) From time to time during the Term, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "Confidential Information"). For the avoidance

of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

- (b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.
- (c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.
- (d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
- (e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. <u>Intellectual Property</u>.

- (a) <u>DebtBook IP</u>. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.
- (b) <u>Customer Data</u>. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.
- (c) <u>Effect of Termination</u>. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

- (b) <u>Security</u>. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.
- (c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
- (d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. <u>Indemnification</u>.

(a) DebtBook Indemnification.

- (i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.
- (ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.
- (iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.
- (b) <u>Sole Remedy</u>. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.
- (c) <u>Customer Indemnification</u>. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party

Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. <u>Limitations of Liability</u>. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

- (a) <u>Term</u>. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:
 - (i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date:
 - (ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and
 - (iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally appliable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.
 - (b) Termination. In addition to any other express termination right set forth in the Agreement:
 - (i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;
 - (ii) Customer may terminate the Agreement in accordance with the SLA;
 - (iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;
 - (iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or
 - (v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.
- (c) <u>Survival</u>. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.
- 11. <u>Independent Contractor.</u> The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. <u>Miscellaneous</u>.

- (a) <u>Governing Law; Submission to Jurisdiction</u>. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.
- (b) <u>Entire Agreement; Order of Precedence</u>. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

- (c) <u>Amendment: Waiver</u>. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.
- (d) <u>Notices</u>. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).
- (e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- (f) <u>Severability</u>. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.
- (h) <u>Marketing</u>. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.
- (i) <u>State-Specific Certifications & Agreements.</u> To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:
 - (i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

- (ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;
- (iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and
- (iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.
- (j) <u>Execution</u>. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.



City of Riverside, MO

Riverside, MO

2950 NW Vivion Rd. Riverside, MO 64150 Quote created: December 14, 2022
Quote expires: March 14, 2023
Quote created by: Jake McGlone
Account Executive
jake.mcglone@debtbook.com

Erika Benitez

ebenitez@riversidemo.gov +18167413993

Comments from Jake McGlone

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
23 White Glove Implementation Fee Tier 2 This covers the cost of our White Glove Implementation process for your organization.	23WGI2- 1	1	\$2,000.00	\$2,000.00
23 Subscription Fee Tier 2 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	23ST2-1	1	\$13,000.00	\$13,000.00

2023 Pricing Tiers

The below tiers represent DebtBook's 2023 Pricing Tiers.

TIER	DESCRIPTION	ANNUAL	White Glove Implementation	Guided Implementation
Tier 0	Up to 5	\$3,000	\$0	\$0
Tier 1	Up to 15 and \$50 million	\$8,000	\$0	\$0
Tier 2	Up to 75 or \$200 million	\$13,000	\$2,000	\$0
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Tier 6	Up to 400 or \$7 billion	\$60,000	\$6,000	\$0
Tier 7	Up to 600 or \$8.5 billion	\$70,000	\$8,000	\$0
Tier 8	Up to 800 or \$10 billion	\$80,000	\$10,000	\$0

Questions? Contact me



Jake McGlone
Account Executive
jake.mcglone@debtbook.com

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AN ORDINANCE DESIGNATING JUNE 19TH AS "JUNETEENTH INDEPENDENCE DAY" IN RECOGNITION OF JUNE 19, 1865, THE DATE ON WHICH NEWS OF THE END OF SLAVERY REACHED THE SLAVES IN THE SOUTHWESTERN STATES.

- WHEREAS, news of the end of slavery did not reach the frontier areas of the United States until months after the conclusion of the Civil War, more than 2½ years after President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863; and
- **WHEREAS**, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas, with news that the Civil War had ended and the enslaved were free; and
- WHEREAS, African Americans who had been slaves in the Southwest celebrated June 19, commonly known as "Juneteenth Independence Day", as inspiration and encouragement for future generations; and
- **WHEREAS,** African Americans from the Southwest have continued the tradition of observing Juneteenth Independence Day for more than 150 years; and
- WHEREAS, Juneteenth Independence Day began as a holiday in the State of Texas and is now celebrated in 48 States, including Missouri, and the District of Columbia as a special day of observance in recognition of the emancipation of all slaves in the United States; and
- WHEREAS, Juneteenth Independence Day celebrations have been held to honor African-American freedom while encouraging self-development and respect for all cultures; and
- WHEREAS, the faith and strength of character demonstrated by former slaves and the descendants of former slaves remain an example for all people of the United States, regardless of background, religion, or race; and
- WHEREAS, slavery was not officially abolished until the ratification of the 13th Amendment to the Constitution of the United States in December 1865; and
- **WHEREAS**, over the course of its history, the United States has grown into a symbol of democracy and freedom around the world.
- **NOW, THEREFORE,** BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:
- **Section 1.** That the Board of Aldermen hereby approves declaring Juneteenth Independence Day (June 19) as an observed public holiday beginning in 2023 in the City Riverside, Missouri.

Section 2. Day as an obse	That the City's Employee Handbook be amended to add Juneteenth Independence rved public holiday.						
Section 3.	That this ordinance is effective immediately upon its passage and approval.						
APPROVED	EMBERED that the above was read two times by heading only, PASSED AND by a majority of the Board of Aldermen and APPROVED by the Mayor of the ide this day of 2023.						
ATTEST:	Mayor Kathleen L. Rose						
Robin Kincaid	, City Clerk						

A RESOLUTION ACCEPTING A TEMPORARY DRAINAGE EASEMENT FROM GATE WOODS COMMUNITY 1&2 PLAT, INC.

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

THAT the Board of Aldermen hereby approves and accepts the Temporary Drainage Easement, in substantially the form attached hereto, from Gate Woods Community 1&2 Plat, Inc., and authorizes the Mayor to execute such easement document on behalf of the City; and

FURTHER THAT the Mayor, the City Administrator, the City Attorney 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 THIS 17th DAY OF FEBRUARY 2023, BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI.

	APPROVED:	
	Mayor Kathleen L. Rose	
ATTEST:		
City Clerk Robin Kincaid		

Recording Cover Sheet

Title of Document: Temporary Drainage Easement

Date of Document: February 17, 2023

Grantor(s): Gate Woods Community 1&2 Plat, Inc.

Grantee's Nameand Address:
City of Riverside, Missouri
2950 NW Vivion Road

Riverside, Missouri 64150

Legal Description: See Exhibit A.

After recording, please return to:

City of Riverside Attn: Noel Bennion 2950 NW Vivion Road Riverside, Missouri 64150

TEMPORARY DRAINAGE EASEMENT

This Temporary Drainage Easement, made this 17th day of February, 2023, by and between Gate Woods Community 1&2 Plat, Inc. ("**Grantor**"), and the City of Riverside, Missouri, a municipal corporation, with its City Hall located at 2950 NW Vivion Road, Riverside, Missouri 64150 ("**Grantee**").

Grantor, in consideration of the sum Ten Dollars (\$10.00) and other good and valuable consideration to them paid by **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm to **Grantee**, its successors and assigns, a Temporary drainage easement (the "Temporary Drainage Easement") for the location and construction of storm water drainage control facilities and any and all related appurtenances and equipment incidental thereto in, over, along, across, upon, through and under the lands hereinafter described, situated in Platte County, Missouri to wit:

See Exhibit A.

This temporary drainage easement shall expire thirty-six (36) months from the date of its execution.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed this 17th day of February 2023.

GRANTOR:			
GATE WOODS COMMUNITY 1&2 PLAT, INC.			
Jill Beck, CPA			
Treasurer			
STATE OF MISSOURI) ss:			
COUNTY OF PLATTE)			
BE IT REMEMBERED that on this me, the undersigned, a Notary Public in and for Hammond, CPA, Treasurer to Gate Woods Commuto me to be the same person who executed the for and acknowledged the execution of the same to be Plat, Inc.	unity 1&2 Plat, Inc., who is personally known egoing instrument of writing as such official,		
IN WITNESS WHEREOF, I have hereuntomy office in County the day	o set my hand and affixed my official seal at and year last above written.		
(SEAL)			
	Printed Name:		
	Notary Public in and for said State Commissioned in County		
My Commission Expires:			

GRANTEE: CITY OF RIVERSIDE, MISSOURI By: Kathleen L. Rose Mayor

Mayor		
ATTEST:		
Robin Kincaid, City Clerk		
STATE OF MISSOURI)		
COUNTY OF PLATTE)		
the honorable Kathleen Rose, to she is the Mayor of the City of signed on behalf of said City of	, 2023, before me, personally known, who being by me duly swiverside, a Missouri municipality, and that said Riverside, Missouri by authority of its Board of instrument to be the free act and deed of said Construment.	forn, did say that I instrument was f Aldermen, and
	f, I have hereunto set my hand and affixed my she day and year last above written.	seal at my office
(SEAL)		
	Printed Name:	
	Notary Public in and for said	
	Commissioned in	County
My Commission Expires:		

Exhibit A

Legal Description

A tract of land lying behind and adjacent to Lots # 1 thru 19, shown as Common Area on the Replat of Gate Woods 1st Plat, a subdivision of land recorded in Document # 0013711, in Book 19 Page 310, July 19, 2002, located in the City of Riverside, Platte County, Missouri. Parcel # 19-8.0-33-300-006-001.000.



Upstream from ordinary.

2950 NW Vivion Road Riverside, Missouri 64150

MEMO DATE: February 6, 2023
AGENDA DATE: February 21, 2023

TO: Mayor and Board of Aldermen

FROM: Noel Bennion

RE: Change Order 14: Crossland Construction Company, Inc.

Additions & Renovation Riverside Public Safety (537-086)

BACKGROUND: One of the walls of the detectives office requires additional material to

accommodate the new design for the parapet. Backer boxes are to be added for four fridges to accommodate a change in appliances for the fire kitchen and

police conference corridor. Additional electrical work is required to

accommodate the earlier change in the wall x-bracing.

BUDGETARY IMPACT: An increase of \$7,125.51.

Original Contract Amount	\$4,717,000.00
Total of Previous Changes**	\$ 187,582.71
Total this Change Order	\$ 7,125.51
Current Contract Total	\$4,911,708.22

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
CO7: Vanity, interview & bunk lights, locker ventilation	\$ 5,982.93
CO8: Remove soap dispensers	\$ -1,751.19
CO9: PR13, Fire Kitchen Hood, Fire Conference Room, etc.	\$ 29,269.94
CO10: New flashing for existing condenser roof units	\$ 6,899.55
COII: Parapet walls, window caulking, drain tile & RTU curb	\$ 17,176.88
CO12: Parapet walls, window caulking, drain tile & RTU curb	\$ 24,449.09
CO13: Broken gate valve, roof blocks, ceiling for Fire Storage/Ice	\$ 3,567.73
Total	\$ 187,582.71

A RESOLUTION APPROVING CHANGE ORDER 14 TO THE AGREEMENT WITH CROSSLAND CONSTRUCTION COMPANY, INC. FOR ADDITIONS & RENOVATIONS RIVERSIDE PUBLIC SAFETY RESULTING IN A REVISED CONTRACT AMOUNT OF \$4,911,708.22 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 14 to the agreement with Crossland, resulting in a total revised contract amount not to exceed \$4,911,708.22.

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

THAT Change Order 14 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 \$4,911,708.22.

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 21st day of February 2023.

ATTEST:	Kathleen L. Rose, Mayor	
Robin Kincaid, City Clerk		

Change Order

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

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

CONTRACT INFORMATION:

Contract For: General Construction

Date: May 16, 2022

Notice to Proceed: July 11, 2022

ARCHITECT: (Name and address)

WSKF, Inc. 110 Armour Road

North Kansas City, MO 64116

CHANGE ORDER INFORMATION:

Change Order Number: 014 Date: February 6, 2023

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.)

1. Per PCO0032 dated 12/16/2022, the cost to install the 6" wall at the detectives room in lieu of the 3" wall called for in the drawings.

\$979.65 - Increased Cost

2. Per PCO0034 dated 12/27/2022, the cost to add in the backer boxes for the refrigerators. Original drawings included 2 BB-1 locations. 4 BB-1 are added as part of PR025. Includes all labor, material, and equipment to install these.

\$4,181.10 - Increased Cost

3. Per PCO0045 dated 1/19/2023, the cost for reinstalling the removed conduit and data necessary for x bracing relocation in room 137. Also includes cost to reframe around the new x bracing and install drywall.

\$1,964.76 - Increased Cost

\$7,125.51 - Total Increased Cost for Change Order No. Fourteen.

The original Contract Sum was 4,717,000.00 187,582.71 The net change by previously authorized Change Orders 4,904,582.71 The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of 7,125.51 The new Contract Sum including this Change Order will be 4,911,708.22

The Contract Time will be unchanged 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.	Crossland Construction Company, Inc.	City of Riverside
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
Rick Kuhl, RA Discrete Furthing West Kuhl, RA Discrete Furthing West Kuhl, RA Discrete Furthing West Kuhl, RA Date: 2023.02.06 15:21:18-06'00'	Ryan Wacker Ryan Wacker Biguilly signed by Ryan Wacker Chi-G-Lis, Errander-glerozstaland.com, Chi-G-Lis, Errander-glerozstaland.com, Chi-G-Lis Ryan Wacker C	
SIGNATURE	SIGNATURE	SIGNATURE
Rick Kuhl, Principal	Ryan Wacker, Project Manager	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
02/06/2023	2/6/2023	
DATE	DATE	DATE

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Potential Change Order

Riverside Public Safety Additions and Renovation - 22MO17RWZD

22MO17RWZD

2990 NW Vivion Road Riverside, MO 64150

Date: 12/16/2022 Number: 0032

 Subject:
 Changing the Detectives Room Wall to 6"
 Source of Funding:
 Owner Contract Change Order

Description

Cost to install the 6" wall at the detectives room in lieu of the 3" wall called for in the drawings.

Days Requested: 0 Change Total: \$979.65

Item Number	Description	Amount
01	Cost to remove the 3-5/8" material with the studs at the wall.	\$(392.00)
02	Cost to make the wall between the existing building 6" instead of 3-5/8".	\$1,325.00
	Profit & Overhead	\$46.65

Approved By:	Ву	
	Signature	
	Date	



Potential Change Order

Riverside Public Safety Additions and Renovation - 22MO17RWZD

22MO17RWZD

2990 NW Vivion Road Riverside, MO 64150

Date: 12/27/2022 Number: 0034

 Subject:
 PR025 - Backer Boxes for Refrigerators
 Source of Funding:
 Owner Contract Change Order

Description

Cost to add in the backer boxes for the refrigerators. Original drawings included 2 BB-1 locations. 4 BB-1 are added as part of PR025. Includes all labor, material, and equipment to install these.

Days Requested: 0 Change Total: \$4,181.10

Item Number	Description	Amount
01	Cost to add the backer boxes at the refrigerators.	\$3,982.00
	Profit & Overhead	\$199.10

Approved By:	Ву	
	Signature	
	Date	

BID RECAP SHEET

12/21/2022

Company: JobName: Bid:

Genesis Plumbing Enterprises LLC
G:\My Drive\FastPIPE\FastEST-Shared.site\Jobs\A RIVERSIDE PR#.job

Bid:			,				-	
Did.				0.000	Labor	r		
				Crew	3A			
	Equipment	Fixtures	Materials	Hours	Rate	Labor \$	Total	
Piping Materials & Labor	, ,		\$711	25.7	\$ 85.00	\$2,187	\$2,898	
Pipe Equipment Total				w/Su	mmary	\$0	\$0	
Pipe Fixtures Total				w/Su	mmary	\$0	\$0	
Pipe Specialties Total				w/Su	mmary	\$0	\$0	
Pipe Other Total				w/Su	mmary	\$0	\$0	
Equipment	\$0	TO AND ADDRESS		0.0	\$ 73.75	\$0	\$0	
Fixtures		\$0		0.0	\$ 73.75	\$0	\$0	
OTHER COST			\$0	0.0	Varies	\$0	\$0	
Rental Equipment			\$0				\$0	
Overtime Pay					\$20.40	\$0	\$0	
Double Time Pay					\$40.82	\$0	\$0	
Supervision				0.0	\$77.00	\$0	\$0	
Project Management				1.0	\$60.00	\$62	\$62	
Project Assistant				0.0	\$30.00	\$0	\$0	
Warehouse Help				0.0	\$40.00	\$0	\$0	
Truck Driver		and the second		0.0	\$60.00	\$0	\$0	
Sub Total	\$0	\$0	\$711			\$2,249	\$2,960	
Sales Tax		\$0	\$0			\$0	\$0	
Sub Total			\$711			\$2,249	\$2,960	
		VPLUMBER HO		25.7				
TOTAL ADMIN/TRUCK DE				1.0				
	TOTAL OT HO			0.0				
	TOTAL DOUB	LE TIME HOUR	S	0.0				
			Subcontracts		inc	luding Sales Tax	\$657	
						Sub Total	\$3,617	
						_		
Start-up Equipment	Hours					Warranty		
					Mat	erial Escalation		
		,				Freight		
						Start-Up		
						Travel		11
						Permits		
						Cost Total	\$3,617	,
				1.00%	1	Contingency	\$36	
					4	Subtotal	\$3,653	
						AND		á
				10.0%	7	Labor	\$219	Í
				10.0%	i :	Project Mngmnt	\$6	
				20.0%	1	Project Assist	\$0	
				20.0%	Truck Dr	iver/Warehouse	\$0	
				10.0%		Materials	\$71	
				10.0%	3	Rental	\$0	
26				20.0%		Fixtures	\$0	
				20.0%		Equipment	\$0	1
				10.0%	5	Warranty	\$0	
				5.0%	1	Subcontracts	\$33	
					3	Sub Total	\$3,982	
		7	Overali Mark-up 9	9.0%	ส			1
			, , , , , , , , , , , , , , , , , , ,	0.07.		TOTAL PROFIT	\$329	DOES NOT INCLUDE CONTINGENCY
						TOTAL MOTT	φοτο	DOLO NO. INCLUDE CONTINUENCE
						Sales Tax	\$0	I
						Sub Total	\$3,982	
						OGD TOTAL	ψ0,30 <u>2</u>	l .
				0.0%	តា	Bond	\$0	1
				2.57		QUOTED PRICE		
							40,002	1

SUBCONTRACTORS

including Sales Tax
Company: Genesis Plumbing Enterprises LLC
JobName: G:\My Drive\FastPIPE\FastEST-Shared.site\Jobs\A RIVERSIDE PR#.job

	Description	Total Price	Subcontractor Used	NOTES
1	Controls	rotarr rioc	odboonadotor osca	NOTES
2	Test & Balance			<u></u>
3	Insulation	\$657	Midland	
4	Excavation			
5	Hoisting			**************************************
6	Chemical Treatment			
9	Core Drilling			
11	Sheet Metal			
14	Abatement			**************************************
15	Fire Protection			
16	Electrical			
17	Painting			
18	General Construction			
19	Concrete Cutting & Patching			
20	Floor Repair			
21	Roof Repair			· · · · · · · · · · · · · · · · · · ·
22	Structural Steel			
23	Engineering			
24	Plumbing			
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
	Totals	\$657		

Report Chart

Company:

Genesis Plumbing

Site:

FastEST-Shared.site

Job:

FastEST-Shared>>A RIVERSIDE PR# (Proposal Request)

Report:

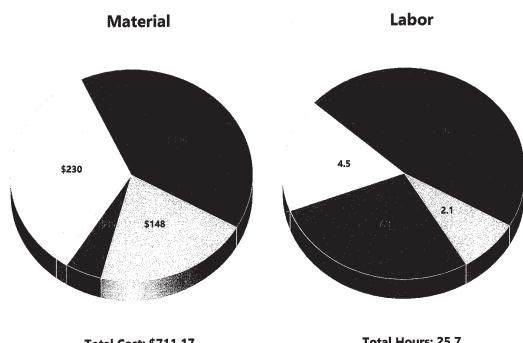
Material/Labor Summary

Type:

Selected Sections

Report Includes: Pipe

Report Sections: 4



Total Cost: \$711.17

Total Hours: 25.7

Product Type

Pipe Fittings Joints Hangers/Excav

Job Items

Summary Statistics

Pipe LF: Insulation LF: 0 Total LF/Hr: 2.18 Diameter Inches: Diameter Inches/Hr: 0.00 Weight (LB): 35 Surface Area (SF): 14 Volume (CF): 0

Volume (Gal):

12/21/2022

FastPIPE®

Price List

Company: Genesis Plumbing
Site: FastEST-Shared.site

Job: FastEST-Shared>>A RIVERSIDE PR# (Proposal Request)

Qty	Part Size	Description	Material Group	List Date	Mfgr	Part#	Source	Modified	List	Factor	Net
14 EA		Hex Nuts	Bolts	6/8/2021	Bolt-Pak		<catalog></catalog>	6/8/2021	\$0.21	0.800	\$0.17
13 EA		Wrot Copper 90 Ell	Copper Fittings Elkhart	3/18/2022	Elkhart Prod	107-C	<catalog></catalog>	3/28/2022 6:16 AM	\$6.74	0.135	\$0.91
5 EA		Wrot Copper Tee	Copper Fittings Elkhart	3/18/2022	Elkhart Prod	111	<catalog></catalog>	3/28/2022 6:16 AM	\$11.32	0.135	\$1.53
8 EA		Wrot Copper Cap	Copper Fittings Elkhart	3/18/2022	Elkhart Prod	117	<catalog></catalog>	3/28/2022 6:16 AM	\$4.86	0.135	\$0.66
	3/4 1/2	Wrot Copper Reducing Tee	Copper Fittings Elkhart	3/18/2022	Elkhart Prod	111-R	<catalog></catalog>	3/28/2022 6:16 AM	\$25.98	0.135	\$3.51
56 LF		Type L Hard Copper Tube	Copper Tube Mueller	11/4/2022	Mueller		<catalog></catalog>	11/28/2022 6:09 AM	\$6.00	0.439	\$2.63
7 EA		Plain Standard Clevis Hanger	Hangers	6/15/2022	B-Line	B3100	<catalog></catalog>	6/27/2022 8:39 AM	\$14.90	0.390	\$5.81
14 EA		Plain Washer	Miscellaneous	6/8/2021	Varies		<catalog></catalog>	6/8/2021	\$0.04	1.000	\$0.04
	11/4,20	Stub Out Cop Pitd Extrdd Bracket	Residential Hangers	8/15/2022	Sioux Chief	521-118R	<catalog></catalog>	6/3/2022 8:40 AM	\$6.05	1.000	\$6.05
	21/2 ,12	Galv Insulation Prot Shield	Shields/Saddles	6/15/2022	B-Line	B3151-3X	<catalog></catalog>	6/27/2022 8:39 AM	\$37.84	0.390	\$14.76
28 LF	-	Plain Threaded Rod	Threaded Rod	6/15/2022	B-Line	B3205	<catalog></catalog>	6/27/2022 8:39 AM	\$2.20	0.440	\$0.97
7 EA		Plain Wide Jaw Top C-Clamp	Upper Attachments	6/15/2022	B-Line	B3033	<catalog></catalog>	6/27/2022 8:39 AM	\$13.07	0.350	\$4.57
52 EA		Lead-Free Solder Joints	Joints	8/17/2021	Varies		<catalog></catalog>	8/17/2021	\$0.20	1.000	\$0.20
6 EA		Lead-Free Solder Joints	Joints	8/17/2021	Varies		<catalog></catalog>	8/17/2021	\$0.24	1.000	\$0.24
			Job Items	12/21/2022 2:37 PM	Varies		<jobliem></jobliem>	12/21/2022 2:37 PM	\$59.00	1.000	\$59.00
	<none></none>	BB1 Water Connection Box		12/21/2022 2:37 FM			<jobliem></jobliem>	12/21/2022 9:27 AM	\$50.00	1,000	\$50.00
1 EA	<none></none>	RS Relocate Sink	Job Items	12/21/2022 9.27 AIVI			AONIGIII>	12,21,2022 3.27 707			

12/21/2022

Dave Joe

From:

leslee@midlandthermal.com

Sent:

Wednesday, December 21, 2022 2:52 PM

To:

Dave Joe

Cc:

Noah

Subject:

Add

Add \$657 for domestic cold water drops. What job is this for?

Leslee Pitney

Project Coordinator
Midland Thermal, Inc.
4600 Dr Martin Luther King Jr Blvd, Kansas City, MO 64130
leslee@midlandthermal.com
Office (816) 231-8844
www.midlandthermal.com





Riverside Public Safety Additions and Renovation -

Signature Date

Potential Change Order

22MO17RWZD

22MO17RWZD 2990 NW Vivion Road Riverside, MO 64150 Number: 0045 Subject: Electrical Relocation and Wall Framing at X Bracing Source of Funding: Description Reinstalling the removed conduit and data necessary for x bracing relocation in room 137. Also includes cost to reframe around the new x bracing and install drywall. Days Requested: 0 **Change Total:** \$1,964.76 Item Number Description Amount Cost to reinstall existing conduit removed to accommodate x bracing. \$1,086.20 02 Reframe around x bracing and install new drywall at this location. \$785.00 Profit & Overhead \$93.56 Approved By: Ву



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

Install/reinstall data and outlets that were demoed for structual steel installation in the Ice/Storage Room A137.

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 #:

Description	Qty	Total Mat. \$	Total Hours
WhiteModular Outlet F-Type Self-Terminating	1.000	6.97	0.200
1/2"Conduit - EMT 10' Lengths	40.000	25.30	1.800
3/4"Conduit - EMT 10' Lengths	10.000	11.16	0.500
1/2"Coupling - EMT Set Screw Steel	3.000	0.73	0.120
1/2"Connector - EMT Set Screw Steel	6.000	1.19	0.480
3/4"Connector - EMT Set Screw Steel	2.000	1.73	0.200
2-1/8" D4" Square Box 1/2 & 3/4" KO w/ Front Hammer-On Metal Stud Bracket Flush	4.000	8.92	0.920
1-Gang x 3/4" D4" Square Plaster Ring - Steel	4.000	6.92	0.400
Box Support Hold-Its	4.000	22.92	0.920
#12 BlackWire THHN / T90 - Copper	140.000	22.91	0.721
#16 to #10Wire Connector Live Spring Twist-On - 600V	9.000	1.90	0.630
1/2"Clevis Hanger Standard Duty - Zinc Plated Steel	4.000	3.04	0.296
3/4"Clevis Hanger Standard Duty - Zinc Plated Steel	2.000	2.23	0.160
#12Power Termination Per Wire to 600V	9.000	0.00	1.350
20A 125V 3W WhiteDuplex Receptacle - Commercial Grade Smooth Face TR / WR	3.000	5.91	0.600
2-Gang White StandardDuplex Receptacle Wallplate - Nylon	3.000	1.11	0.030
otals	244.000	122.92	9.327

Proposed Change Order

WACHTER, INC.

16001 W 99th St Lenexa, Kansas 66219

Client Address:

Contract Name: Riverside- Crossland Construction

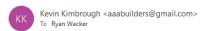
Contract #: 1
Project Name: 47570

Project #: Riverside Public Safety

Client PCO #:

Summary							
Extension Materials					%	Total	
Database Material						122.94	
Total Extension Mate	rial Cost					122.94	
Material Markup					10.00	12.29	
Total Extension Mat	erial						135.23
Labor		Hours	Rate	Sub Total	%	Total	
Field Labor							
Crew RATE ST		9.327	92.69	864.52			
Total Field Labor						864.52	
Total Labor Cost						864.52	
Labor Markup					10.000	86.45	
Total Labor							950.97
Sub Total 1							1,086.21
Sub Total 2							1,086.20
Total							1,086.20
Contractor Certific	cation						
Name:							
Date:							
Signature:							
	certify that this quotation is comple	ete and accurate b	ased on the	information provi	ded		
Client Acceptance							
PCO #:	19						
Final Amount:							
Final Amount:	\$ 1,086.20						
Name:							
Date:							
Signature:							
Change Order #:							
	I hereby accept this quotation and	l authorize the cor	ntractor to co	mplete the above	described wor	rk	
Work Description						<u> </u>	

Riverside Public Safety



Room 137 - Infill between braces and add drywall Material: \$320.00 Labor: \$465.00 TOTAL: \$785.00

A RESOLUTION AUTHORIZING THE PURCHASE OF FITNESS EQUIPMENT FROM FITNESS FACTORY OFF THE GSA PURCHASING CONTRACT IN THE AMOUNT OF \$11,591.00 FOR THE PUBLIC SAFETY RENOVATION

WHEREAS the "Fit For Duty" area is expanding with the Public Safety Renovation project and has need of the equipment shown on the attached quote; and

WHEREAS the City of Riverside in the adoption of its purchasing policy has approved the practice of purchasing equipment from competitive bids awarded by other governmental entities through the cooperative bidding process; and

WHEREAS GSA has competitively bid and awarded to Fitness Factory GS Contract GS03F0152Y; 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 the fitness equipment from Fitness Factory in an amount not to exceed \$11,591.00.

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

THAT the Board of Aldermen approves the purchase of fitness equipment from Fitness Factory in an amount not of \$11,591.00 in accordance with the attached price quote;

FURTHER THAT the Mayor, the City Administrator, the Capital Projects & 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 21st day of February 2023.

	Mayor Kathleen L. Rose	
ATTEST:	•	
Robin Kincaid, City Clerk		



FITNESS FACTORY 1900 S. Des Plaines Ave. Forest Park, IL 60130 Tel: 708.427.3599 Fax: 708.427.3501

QUOTE 53677

Quote Date: 02/17/2023

Printed On: 02/17/2023 1:43PM

Page: 1 of 1

Printed By: Eric

Status: Re-printed

Bill To: 376600

City of Riverside Missouri 2950 North West Vivion Road Riverside, MO 64150 **Location:** 376600

City of Riverside Missouri 2990 Northwest Vivion Rd Riverside, MO 64150

Contact	ct Contact P		tact Phone	Salesperson Ship		p Via	Via		
		(816)	741-3993 EPSC-1 GEARHEAD FITNES cash w/orde		order				
Ordered	Item Number		Description					Price	Total
1	EXM4000S		Clubline 3 Stack Gy	ym			5.	,171.00	5,171.00
1	GHYP345		Hyperextension					230.00	230.00
1	SVKR1000		PRO CLUB VERT VERTICAL KNEE	CICAL KNEE RAISE RAISE	PRO CLUE	3		926.00	926.00
1	SCC1200G/1		SEL CABLE CROS	SSOVER			2.	,885.00	2,885.00
1	GCA2		CHIN/LAT ATTAC	CH FOR CCO-150/90				0.00	0.00
1	GPCB329		Body-Solid Preache	er Curl bench				293.00	293.00
						DELIVERY/	SETU	J	2,086.00

Customer Signa	4		
Customer Signa	ture		

Sub Total:	9,505.00
Tax:	0.00
Additional Charges:	2,086.00
Quote Total:	11.591.00

A RESOLUTION APPROVING AND ENDORSING APPLICATION TO THE PLATTE COUNTY COMMISSION FOR FUNDING UNDER THE PLATTE COUNTY STORMWATER GRANT PROGRAM, FUNDED BY THE COUNTY-WIDE DEDICATED PARKS AND RECREATION AND STORMWATER QUARTER-CENT SALES TAX

WHEREAS, the County of Platte and the City of Riverside deem it a high priority to improve quality of life for all citizens through maintaining stormwater infrastructure, and

WHEREAS, the County Commission of the County of Platte seeks to support local efforts, create effective partnerships, and increase the level of cooperation between County government and cities, schools, and non-profit community service organizations within the county, and

WHEREAS, the citizens of Platte County on August 4, 2020 approved a renewal of the dedicated half-cent sales tax for parks, recreation, and stormwater control for a period of ten (10) years, and

WHEREAS, the County Commission of the County of Platte has developed the *Stormwater Grant Program*, funded by the citizen approved quarter-cent county-wide sales tax, and

WHEREAS, the City of Riverside wishes to make application to the County for consideration of the attached and completed Stormwater Grant Program Application, and

WHEREAS, the Board of Aldermen of the City of Riverside agree to comply with all program guidelines and requirements of said Stormwater Grant Program, including providing matching funds if such application shall be funded by the County Commission,

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

THAT the attached application is respectfully submitted for consideration by the County Commission.

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 21st day of February 2023.

	Mayor Kathleen L. Rose
ATTEST:	
Robin Kincaid, City Clerk	

Platte County Stormwater Management Grant Program 2023 Application



Tailing Address	City	State	Zip
Contact Person	Ti	tle	
Phone	Er	mail Address	
PROJECT APPLICANT:	(Check One)		
X Local Government	nent, School Disti	rict, or other po	litical subdivision
Homeowner's	association		
Other (Explain	1)		
NAME OF PROJECT:			
LOCATION OF PROJEC	CT:		
City	Street Ad	dress/Intersecti	on
Who owns the lands upon	which the projec	t will take place	e?:

8.	At this time, does the applicant have property ownership, etc.) to complete	the legal authority (right-of-way, easement, the the project?	
	X Yes No		
	If no, please explain how you will ob	btain legal authority:	
	SIGNATURE OF RESPONSIBLE AGENT		
my sub fro	knowledge. I understand that this applica mitted and that the submission of incorrect	ned in this application is true and correct to the best of ation will be rated on the basis of the information of the can result in this application being withdraw ization I represent is awarded a grant, we hereby agribide by all terms and conditions."	n
Si	gnature	Date	
— Tit	le / Organization		

Stormwater Grant Program

Using the space provided or additional sheets if necessary, describe the essential components of your project. Describe the need for the project, and the proposed improvement to the existing condition.

1. PROJECT DESCRIPTION: Describe your proposed project including a detail sheet(s) or engineering plans if applicable. Include a statement identifying the needs to be addressed by your project and how your project will satisfy those needs. Identify the parties responsible for project completion.

With the FEMA 2015 Flood Map revisions, several properties in the Gatewoods Community (HOA) are now in the floodplain. The City hired an engineering consultant for a Flood Benching Analysis Study. This study shows that a reconfiguration of the ground within the floodplain will reduce the potential flood damage for these properties.

The study shows that removing approximately 6,300 cubic yards of soil extending from the ordinary high water mark (OHWM) of Jumping Branch Creek to the HOA trail will alleviate flood pressure on the affected properties. The homes at 5006, 5010 & 5014 NW Woodside Drive would no longer be in the floodplain, and all properties along NW Woodside Dr near the HOA open space would be removed from the floodplain.

The City of Riverside is the party responsible for project completion. Our plan is to complete a detailed topographical survey, followed by construction documents. We will bid the project and have a contractor remove earth to create a flood basin. We will restore the ground and vegetation removed. Once the work is complete, we will request a letter of map revision from FEMA.

2. PROJECT SITE: Provide a map identifying the project location and photographs of the proposed project site.

See the following attached exhibits:

Exhibit A: Project Location - google map of project site Exhibit B: Project Current and Proposed Flood Limits

Exhibit C: Sample Cross Section from Flood Benching Analysis Exhibit D: Estimated volume of soil removal from Flood Benching

3. TIMELINE: Describe the time frame in which you plan to implement and complete your project.

July 1, 2023: Begin Survey and Construction Documents

August 1, 2023: Bid project

August 15, 2023 Bid Award and Construction Start

October 15, 2023: Project Complete

4. PARTNERSHIP INVOLVEMENT: Describe the partnerships established between local government, private citizens, community organizations, and/or homeowner associations to plan and complete the proposed project and the role of each entity.

The City of Riverside will be responsible for this project. The Gatewoods Community has agreed to donate the required temporary construction and permanent drainage easements. The City will hire a contractor for construction. The contractor will notify area neighbors in advance of the work.

5. INSURANCE: List the name, address and phone number of your insurance carrier and the amount of your general public liability coverage. (upon request, copies of insurance certificates may be required)

Midwest Public Risk (MPR) 19400 E Valley View Pkwy, Independence MO 64055

1-816-292-7500

Coverage Amounts:

\$2 million for claims out of a single accident or occurrence \$360,000 for any one person in a single accident or occurrence

6. MATCHING CONTRIBUTIONS: Identify the matching contributions for the proposed project. Describe the contributions in terms of type, quantity and/or value, and source.

The City of Riverside will provide all construction matching funds for this project. The funds will be from the infrastructure maintenance budget.

7. OPERATION AND MAINTENANCE: Identify the responsible agency and source of funding that will support the maintenance of the project once it is complete.

The City of Riverside is responsible for maintaining the stormwater system in the City. We annually check all stormwater facilities and provide maintenance as needed. We budget annually in our infrastructure maintenance program to maintain the stormwater system. This will be the source of funds used to maintain the project upon completion.

Definitions:

- 1. <u>Project Expense Items:</u> List all items necessary to complete the proposed project including items to be purchased as well as donated. List all materials, labor, equipment and professional services. Do not include or list items not required for the proposed project. Do not include items from sponsors general budget not associated with the proposed project.
- 2. <u>Grant Money Request:</u> The amount requested from the County for the purpose of reimbursing project costs.
- 3. <u>Dollar Value of Applicant Match:</u> Sponsor contributions to the project.
 - <u>a) Budgeted Money:</u> The amount of cash the <u>sponsor is committing</u> to the project per item.
 - b) Donated Money: Donations of money directly related to the project from individuals or entities other than the primary project sponsor.
 - c) Miscellaneous Donations: Monetary value related to the donation of labor, materials, equipment, or any other donation other than cash. Estimates should be reasonable and consistent with costs the sponsor would be willing to pay if the item were not donated.
- 4. <u>Total Cost:</u> The entire cost of the project including grant request, matching funds, and donations.

List All Project	Grant	Dollar Val	Total		
Expense Items	Money Requested	Budgeted Money	Donated Money	Misc. Donations	Cost
1. Survey / Engineering					
2. Clearing and Grubbing					
3. Erosion Control					
4. Earthwork					
5. Seed & Straw					
6. Landscaping					
7.					
8.					
9.					
10.					
Totals					

Page 8 of 15

D. CHECK OFF PAGE

SUBMISSION REQUIREMENTS

1.	Complete the 2023 application form
2.	Only ONE project per Application
3.	Application is typewritten
4.	Complete the Project Description section
5.	Sign and date the application
6.	Number ALL pages of the application and attachments
7.	Include a Development Plan or Diagram with all new construction or renovation projects
8.	Include a letter from the sponsoring organization's governing body (City Board of Alderman or Trustees, Board of Directors, etc.) supporting the application and committing matching funds or resources
9.	Non-Profit Organization applicants MUST INCLUDE a letter from the State of Missouri establishing non-profit organization status, or a letter from a political subdivision or local government stating their willingness to sponsor the project.
10.	Complete the Itemized Budget page including a bid from a contractor or an estimate from a licensed engineer or Director of Public Works.
11.	Include a map of the site and photographs.
12.	Make 12 copies of your Grant Application.
13.	Mail or hand deliver the Original and 12 copies (13 copies total) to:
	Planning and Zoning Department Attn: Hobie Crane 415 Third Street Room 016 Platte City, MO 64079

Must be received by 5:00 p.m., March 20, 2023.

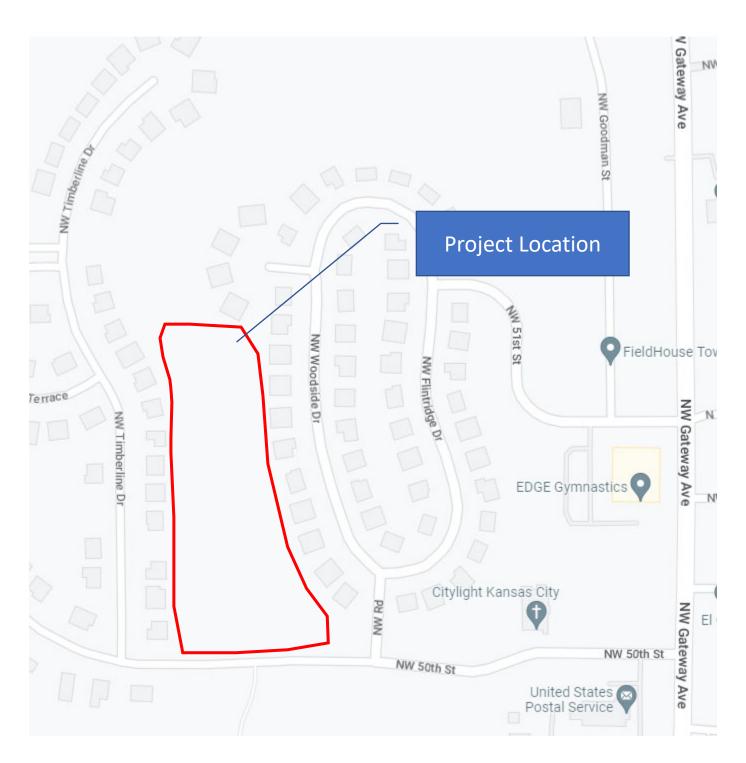


EXHIBIT A: PROJECT LOCATION

Gatewoods Flood Benching:

Project will remove 6,300 CY of soil to create a flood bench area to change the limits of the FEMA 100 year floodplain from the existing to the new location. This should remove 3 homes and 6 properties along NW Woodside Dr. from the floodplain.

NW Woodside Dr Properties in Floodplain:

1 - 5034 4 - 5022 2- 5030 5 - 5018

NW Woodside Dr

Homes in

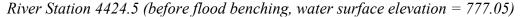
6 - 5014

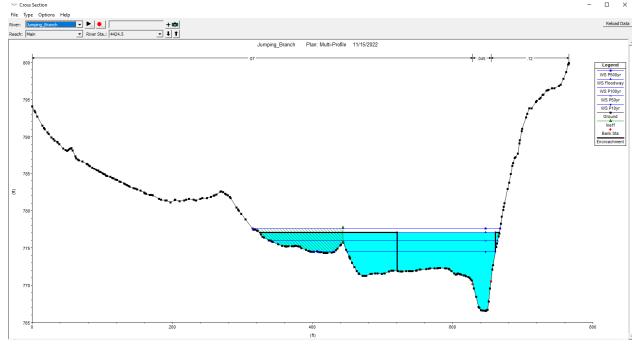
Floodplain:

Proposed FEMA Floodplain Limits 3 Existing FEMA FLOODPLAIN Page 10 of **LIMITS** 6 Existing FEMA **FLOODWAY LIMITS** Page 11 of 15

EXHIBIT B: CURRENT & PROPOSED FLOOD LIMITS

Graphical examples of the removal of the area above the OHWM are shown in the screen captures below. Note the filled in water surface in blue and how it reflects the lowering of the water surface elevation at this cross section based on the proposed flood benching work.





River Station 4424.5 (after flood benching, water surface elevation = 772.27)

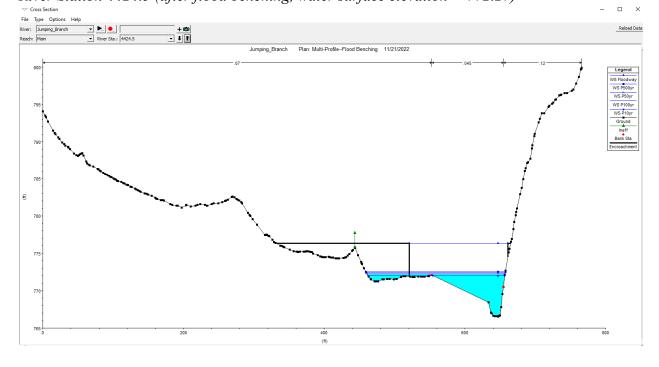


EXHIBIT C: SAMPLE CROSS SECTION FROM FLOOD BENCHING ANALYSIS

Page 12 of 15

ESTIMATED VOLUME OF SOIL REMOVED FROM FLOOD BENCHING:

BETWEEN STATION 4980 & 4612.3 (367.7 FT ALONG THE CENTERLINE OF STREAM):

--AREA AT STA 4980: 0.0 SF --AREA AT STA 4612.3: 47.4 SF

--LENGTH = 367.7 FT

-----VOLUME = 367.7 ((47.4 + 0.0)/2) = 8,714.5 CF (322.8 CY)

BETWEEN STATION 4612.3 & 4424.5 (187.8 FT ALONG THE CENTERLINE OF STREAM):

--AREA AT STA 4612.3: 47.4 SF

--AREA AT STA 4424.5: 201.0 SF

--LENGTH = 187.8 FT

-----VOLUME = 187.8 ((47.4 + 201.0)/2) = 23,324.76 CF (1014.1 CY)

BETWEEN STATION 4424.5 & 4314.4 (110.1 FT ALONG THE CENTERLINE OF STREAM):

--AREA AT STA 4424.5: 201.0 SF

--AREA AT STA 4314.4: 655.5 SF

--LENGTH = 110.1 FT

----VOLUME = 110.1 ((201.0 + 655.5)/2) = 47,150.3 CF (2,050.0 CY)

BETWEEN STATION 4314.4 & 4074.8 (239.6 FT ALONG THE CENTERLINE OF STREAM):

--AREA AT STA 4314.4: 655.5 SF

--AREA AT STA 4074.8: 0.0 SF

----VOLUME = 239.6 ((0.0 + 655.5)/2) = 78,528.9 CF (2,908.5 CY)

-----TOTAL VOLUME = 322.8 + 1,014.1 + 2,050 + 2,908.5 = 6,295.4 CY



ENGINEER'S ESTIMATE

Project No. 2580

Date Prepared: 2/7/2023

City of Riverside
2950 NW Vivion Road
Biverside Misseuri 641

Project Name:

Gatewoods Flood Benching

Riverside Missouri, 64150

Item No.	Description	Quantity	Unit	Unit Price	Price		
1.	Survey / Engineering	1	LS	\$ 50,000.00	\$	50,000.00	
2.	Clearing and Grubbing	1	LS	\$ 30,000.00	\$	30,000.00	
3.	Erosion Control	1	LS	\$ 2,000.00	\$	2,000.00	
4.	Earthwork	1	LS	\$ 100,000.00	\$	100,000.00	
5.	Seed and Straw	1	LS	\$ 4,000.00	\$	4,000.00	
6.	Landscaping with Native Trees	1	LS	\$ 14,000.00	\$	14,000.00	

Total \$ 200,000.00

EXHIBIT E: CITY ENGINEER'S ESTIMATE

Insert Board of Aldermen Resolution Here

Riverside Public Works Cost Summary By Task

Task	Activities	Labor Hours	Labor Cost	Eqp Cost	Mat Cost	Con Cost	Overhead	Total Cost
Animal Pickup/Cleanup Road Kill	1	2.00	\$36.78	\$40.00	\$0.00	\$0.00	\$0.00	\$76.78
Banner Installation or removal	1	4.00	\$74.54	\$100.00	\$0.00	\$0.00	\$0.00	\$174.54
Building Maintenance	25	276.00	\$5,389.26	\$1,085.00	\$2,412.00	\$0.00	\$0.00	\$8,886.26
Christmas Decorations	6	108.25	\$2,037.46	\$3,664.00	\$0.00	\$0.00	\$0.00	\$5,701.46
Comp Time Leave	3	13.00	\$243.18	\$0.00	\$0.00	\$0.00	\$0.00	\$243.18
Director Duties	7	48.00	\$2,486.40	\$0.00	\$0.00	\$0.00	\$0.00	\$2,486.40
Electrical	1	4.00	\$79.28	\$100.00	\$0.00	\$0.00	\$0.00	\$179.28
Equip Maint	4	45.50	\$871.05	\$1,885.00	\$0.00	\$0.00	\$0.00	\$2,756.05
Flag raising and lowering	2	5.00	\$92.30	\$105.00	\$0.00	\$0.00	\$0.00	\$197.30
Generator Maintenance	1	6.00	\$113.31	\$150.00	\$0.00	\$0.00	\$0.00	\$263.31
Grounds Maint.	4	21.00	\$389.51	\$485.00	\$0.00	\$0.00	\$0.00	\$874.51
Holiday	2	136.00	\$3,185.60	\$0.00	\$0.00	\$0.00	\$0.00	\$3,185.60
HVAC in house maintenance	3	31.50	\$577.92	\$960.00	\$0.00	\$0.00	\$0.00	\$1,537.92
Litter Control	5	44.00	\$814.12	\$800.00	\$0.00	\$0.00	\$0.00	\$1,614.12
Meeting	3	6.00	\$310.80	\$120.00	\$0.00	\$0.00	\$0.00	\$430.80
Office Public Works	20	112.50	\$3,471.90	\$0.00	\$0.00	\$0.00	\$0.00	\$3,471.90
Parks Grounds Maint	1	2.00	\$37.77	\$50.00	\$0.00	\$0.00	\$0.00	\$87.77
Parts Run	7	20.00	\$377.74	\$520.00	\$0.00	\$0.00	\$0.00	\$897.74
Pool Maintenance	1	4.00	\$84.22	\$200.00	\$0.00	\$0.00	\$0.00	\$284.22
Pothole repair	1	16.00	\$299.00	\$400.00	\$180.00	\$0.00	\$0.00	\$879.00
Shop Maint	8	55.00	\$1,030.55	\$0.00	\$0.00	\$0.00	\$0.00	\$1,030.55
Sick	18	122.25	\$3,631.70	\$0.00	\$0.00	\$0.00	\$0.00	\$3,631.70
Snow Plowing / Removal	2	65.00	\$1,849.32	\$5,360.00	\$6,735.53	\$0.00	\$0.00	\$13,944.85
Snow Removal On Call	1	32.00	\$625.20	\$0.00	\$0.00	\$0.00	\$0.00	\$625.20
Snow Standby Time	1	64.00	\$1,250.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.40
Stock Supplies for Custodians	3	10.00	\$184.52	\$240.00	\$0.00	\$0.00	\$0.00	\$424.52
Street Signs / Maint	4	16.50	\$311.68	\$475.00	\$94.48	\$0.00	\$0.00	\$881.16
Trail Maint	1	8.00	\$151.08	\$100.00	\$0.00	\$0.00	\$0.00	\$251.08
Training for work	2	23.00	\$442.41	\$630.00	\$0.00	\$0.00	\$0.00	\$1,072.41
Trash Pick Up	20	68.00	\$1,264.62	\$1,560.00	\$0.00	\$0.00	\$0.00	\$2,824.62
Vacation	9	65.00	\$1,280.02	\$0.00	\$0.00	\$0.00	\$0.00	\$1,280.02
Water feature maint	10	88.50	\$1,735.71	\$3,050.00	\$975.00	\$0.00	\$0.00	\$5,760.71
Tasks: 32	177	1,522.00		\$22,079.00		\$0.00		\$67,205.33
			\$34,729.32		\$10,397.01		\$0.00	

February 2, 2023 1



ACTIVITY REPORT: January 2023



COMMUNITY-GENERATED CALLS FOR SERVICE

SELF-INITIATED CALLS FOR SERVICE

451 911 CALLS TAKEN



CRIMINAL CITATIONS ISSUED

REPORTS TAKEN

49 ARRESTS MADE



18 **MOTOR VEHICLE CRASHES**

189 TRAFFIC CITATIONS **ISSUED**

DRIVING WHILE 4 INTOXICATED



2023 Riverside Police Department Activity Report											
PATROL		Reported Part I	Reported Part II	Traffic Citations	DUI Arrests	All Other Citations	All Other Arrests	Calls For Service	Self Initiated	Reports Written	Motor Vehicle Accidents
	January	Crimes 21	Crimes 46	Issued 189	4	Issued 13	Made 49	328	Activities 703	215	18
	February										
	March										
	April										
	May										
	June										
	July										
	August										
	September October										
	November										
	December										
	Year Total	21	46	189	4	13	49	328	703	215	18
			Conducted		s with Positiv	e Results					
K-9		Schools	Other	Drugs	People	Other	Mutual Aid	Self Initiated Activities	Calls for Service	Arrests Made	Training Hours
	January	0	8	3	0	0	2	31	66	8	16
	February										
	March										
	April May										
	June										
	July										
	August										
	September										
	October										
	November										
	December										
	Year Total	0	8	3	0	0	2	31	66	8	16
CRIMINAL		_		Charge	es Filed	_	Cases		Cases	_	
INVESTIGATION UNIT		Cases Received	Cases Assigned	State	Municipal	Cases Closed	Submitted to Prosecutor	Charges Declined	Exceptional ly Cleared	Reports Written	
	January	26	26	1	0	17	9	1	2	60	
	February										
	March										
	April										
	May										
	June										
	July										_
	August										_
	September										-
	October										-
	November										-
	December Year Total	26	26	1	0	17	9	1	2	60	
	Tedi Toldi	20	20	1		1/	9	1		60	_
SCHOOL RESOURCE OFFICER		Arrests	Reports Written	Classes Taught	External Community Relations Activities	POP Activities					
	January	0	25	6	0	0					
	February										
	March										
	April										
	May										
	June										
	July										
	August										
	September October										
	November										
	December										
	Year Total	0	25	6	0	0					
Communications Unit		Admin Telephone Calls Answered	911 Telephone Calls Answered	Warrants Validated	CRNs Issued	Criminal History Checks (REJIS,	Reports Processed	Missing F Valida	tions		
		Allowered	Allowered			Mules)		Autos	Others		
	January	1,875	451		106	68,191	52				
	February	1,373	731		100	00,131	32				
	March										
	April										
	May										
	June										
	July										
	August										
	September										
	October										
	November										
	December	4077	457	_	100	COACA		_	^		
	Year Total	1875	451	0	106	68191	52	0	0		



88 **EMS INCIDENT**

FIRE

CALLS

ACCIDENT CALLS

29

OTHER CALLS

13%

OVERLAPPING CALLS

MUTUAL AID RECEIVED

MUTUAL AID GIVEN

93

AMBULANCE TRANSPORTS 4:51

AVG. RESPONSE TIME (MIN)

1:40

AVG. TURNOUT TIME (MIN)

251

TRAINING HOURS COMPLETED

PUBLIC RELATIONS 35

INSPECTIONS COMPLETED



Upstream from ordinary.

2950 NW Vivion Road Riverside, Missouri 64150

MEMO DATE: February 17, 2023

AGENDA DATE: February 21, 2023

TO: Mayor and Board of Aldermen

FROM: Mike Duffy

RE: Community Development Department Activity January 2023

CODES: Violations Observed: 19

Violations Resolved: 18

Notices Sent: 5 Signs Removed: 12 Citations Issued: 0

PERMITS: Building Commercial-3

Building Residential-I

Demolition-I Right-of-Way-6 <u>Electrical- 4</u> Total-I5

Animal Control: Animal Complaints: 16

Self Initiated Calls: 23

Animals Returned to Owner: I Impounded Domestic Animals: 2 Impounded Wild Animals: I

Verbal Warnings: 2 Uniform Citations: 0